

# Exhibit N

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November 16, 2020

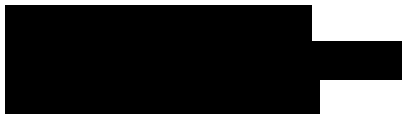
**By Electronic Mail**

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**Re: HMD Global Oy v. Acacia Research Corporation, No. 20-mc-\_\_\_ (C.D. California)**

Dear Messrs. Bragalone, Rastegar, Tice, and Palmer:

HMD Global Oy serves its portion of our joint stipulation under Local Rule 37-2, as well as the declarations and exhibits HMD Global will file with the joint stipulation. Because some of these documents contain information designed confidential, we have encrypted this production using VeraCrypt, free encryption software that you can download from <https://www.veracrypt.fr/>. Please access these documents as follows:



To decrypt this transmission, please use password no. [REDACTED] from Ashley Shultz's letter to Jerry Tice of September 4, 2020. If you encounter any difficulty in decrypting this transmission, please call Ms. Shultz at +1 (415) 895-2990. Unless we hear otherwise from you, we will take the FTP site down in a week.

As you know, you must return to your portion of the stipulation, together with all declarations and exhibits you will offer in support of your position, one week from today, November 23, 2020. Loc. R. 37-2. Please don't forget to include your signature block for the joint stipulation. We will combine your portion of the stipulation with ours and return it for your signature; you must return the signed document to us by the end of the next business day after you receive it. *Id.*

We also provide notice under Local Rule 79-5.2.2(b) that we will file with our joint stipulation documents marked as "Highly Confidential—Attorneys' Eyes Only" and "Highly Confidential—Outside Attorneys' Eyes Only" under the protective order in *Cellular Communications Equipment LLC v. HMD Global Oy*

~~FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER~~

Jeffrey R. Bragalone, Jonathan H. Rastegar, Jerry D. Tice, and Hunter S. Palmer

November 16

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(“*CCE v. HMD Global*”). We will file, with the same redactions as in *CCE v. HMD Global*, briefing on the motion to dismiss in that action (docket nos. 36, 47, 49, and 58). Since you have previously instructed us to file [REDACTED]

[REDACTED] entirely under seal, we will do so again here unless you tell us otherwise.

Other than these materials, if there is anything that will appear in our stipulation or accompanying materials (including of course the stipulation itself) over which you claim confidentiality and request redaction, please provide your requested redactions as soon as possible, but no later than your responsive portions of the joint stipulation under Loc. R. 37-2. We will file those redacted versions and the Application For Leave to File Under Seal under Local Rule 79-5.2.2. Since none of the sealed information is confidential to HMD Global, you must file the appropriate declaration in support of sealing under Local Rule 79-5.2.2(b)(i).

Finally, as we discussed in separate letters, we will take your proposal of earlier today to our client this evening, and expect to get back to you tomorrow after we have been able to communicate with them. If that proposal results in an agreement, that agreement will presumably include withdrawal of this joint stipulation. We did not want those discussions to delay our motion any further, however, and will therefore proceed with them during the week provided by the Local Rules.

Thank you for your continued time and courtesy in this matter.

Very Truly Yours,



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*Attorneys for HMD Global Oy*

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

_____	) Case No. [TBD]
HMD GLOBAL OY,	)
	) <b>JOINT STIPULATION</b>
Movant,	) <b>REGARDING MOTION BY HMD</b>
	) <b>GLOBAL OY TO COMPEL</b>
v.	) <b>PRODUCTION OF DOCUMENTS</b>
	) <b>FROM ACACIA RESEARCH</b>
ACACIA RESEARCH CORPORATION,	) <b>CORPORATION</b>
	)
Respondent.	) Judge: [TBD]
	) Date: [TBD]
	) Time: [TBD]
	) Place: [TBD]
_____	)

Under Federal Rule of Civil Procedure 45 and Local Rules 45 and 37-2, movant HMD Global Oy (“HMD Global”) and respondent Acacia Research Corporation (“ARC”) submit this Joint Stipulation Regarding Motion by HMD Global Oy to Compel Production of Documents from Acacia Research Corporation.

## I. HMD Global's Introductory Statement

Although this stipulation and its accompanying materials are voluminous, the key question for this Court is simple: should ARC produce documents regarding [REDACTED] [REDACTED] to the patent now asserted by ARC's subsidiary CCE against HMD Global, thus (in HMD Global's view) destroying CCE's standing to bring the underlying case? ARC dearly wants the answer to be "no," and has gone so far as to argue that the [REDACTED] [REDACTED]

ARC has not produced a single document in response to the subpoena, instead committing to a strategy of obstruction and delay. When the Court wades through this stipulation and its accompanying materials, it will see that ARC's excuses lack merit. HMD Global thus respectfully submits that the Court should order compliance with the subpoena.

### A. The Underlying Action

On March 17, 2020, Cellular Communications Equipment LLC (“CCE”) sued HMD Global for infringement of a single patent, U.S. Patent No. 7,218,923 (“the ’923 patent”). *Cellular Communications Equipment LLC v. HMD Global Oy*, Case No. 20-78, Docket No. 1 (E.D. Tex. March 17, 2020). On August 10, 2020, CCE effected service on HMD Global through the Hague Convention. *Id.*, Docket No. 30 (E.D. Tex. Aug. 10, 2020).

## B. The License and Covenant Not to Sue Agreement

On September 17, 2020, CCE produced in the underlying action licenses covering the '923 patent including the [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 **C. HMD Global’s Motion to Dismiss for Lack of Standing**

12 On September 21, 2020, just four days after CCE produced [REDACTED]  
13 [REDACTED] HMD Global moved to dismiss this action on grounds  
14 including CCE’s lack of standing to sue. Chouraki Decl., Ex. A. HMD Global argued that  
15 a plaintiff such as CCE “lacks standing to sue a party who has the ability to obtain such a  
16 license from another party with the right to grant it.” *WiAV Sols. LLC v. Motorola Inc.*,  
17 631 F.3d 1257, 1266 (Fed. Cir. 2010); *see also, e.g., Acceleration Bay LLC v. Activision*  
18 *Blizzard, Inc.*, No. 16-453, 2017 WL 3668597, at \*3 (D. Del. Aug. 24, 2017). HMD  
19 Global explained that, [REDACTED]  
20 CCE cannot establish that it has the right to exclude others from practicing the ’923 patent,  
21 and thus lacks standing to sue for infringement. Chouraki Decl., Ex. A at 2-4, 7-11; Ex. C  
22 at 1-8; Ex. Q. On October 5, 2020, CCE opposed this motion, Chouraki Decl., Ex. B; on  
23 October 13, 2020, HMD Global replied, *id.*, Ex. C; on October 21, 2020, CCE filed a  
24 sur-reply. *id.*, Ex. D. This motion remains pending in the underlying action.

25 **D. The Security Interest**

26 Publicly available filings further question CCE’s standing. A “Patent Security  
27 Agreement” filed with the United States Patent and Trademark Office at Patent Reel  
28 052853, Frame 0153 to 0404, granted Starboard a security interest in the ’923 patent, and

1 referenced a Security Agreement, which CCE has not produced. The “Release of Security  
2 Interest in Patents” filed with the United States Patent and Trademark Office at Patent Reel  
3 053654, Frame 0254 to 0489, shows that on June 30, 2020, Starboard rescinded its security  
4 interest. These agreements may independently undermine CCE’s standing in this case.  
5 *See Uniloc USA, Inc. v. Apple Inc.*, 784 Fed. App’x 763, 765, 767-68 (Fed. Cir. 2019).

6 **E. The Subpoena**

7 On September 25, 2020, HMD Global served ARC with a subpoena for documents  
8 and things. Chouraki Decl., Ex. E. The subpoena sought documents regarding the  
9 [REDACTED] and the security interest, including:

- 10 • documents concerning the [REDACTED] and other  
11 similar agreements in which ARC granted a license for its subsidiaries;  
12 • documents concerning actual or potential agreements concerning the ’923, its  
13 ownership, or valuations of the ’923 or any portfolio including it;  
14 • documents concerning the relationship between ARC and CCE;  
15 • documents concerning the security interest and its release; and  
16 • documents concerning litigation concerning the ’923 patent.

17 On October 9, 2020, ARC served objections and responses to the subpoena, in  
18 which it refused to produce a single document. *Id.*, Ex. F.

19 **F. HMD Global Attempts to Narrow the Dispute**

20 On October 16, HMD Global sought to meet and confer on the subpoena. Chouraki  
21 Decl., Ex. G. October 26, HMD Global and ARC conferred by telephone, and HMD  
22 Global followed up with a letter seeking to continue discussions. *Id.*, Ex. H. Following  
23 additional letters (*id.*, Exs. I and J), on October 30, the parties conferred again by  
24 telephone. *Id.*, Ex. K. On November 3, 2020, HMD Global triggered Local Rule 37-1  
25 with a detailed letter. Chouraki Decl., Ex. K. After still more letters (*id.*, Exs. S, L, M),  
26 ARC agreed to meet and confer on November 13. *Id.* Ex. N, P. The parties conferred by  
27 telephone for a third time, but came to no agreement. Because ARC offered no reasonable  
28 compromises, HMD Global must move on all of its requests before this Court.

**II. ARC's Introductory Statement**

[ARC's Introductory Statement]



**THE PARTIES' POSITIONS**

**Request for Production No. 1**

**Request:** All documents concerning any agreement between persons including [REDACTED] and [REDACTED] that includes any patent license.

**Response:** ARC incorporates by reference each of the foregoing General Objections as if fully set forth herein. ARC objects to the phrase “any patent license” to the extent that it characterizes any agreements between [REDACTED] and [REDACTED] as conferring a relevant patent license from [REDACTED] to [REDACTED]. Defendant has no factual basis for such a characterization. ARC objects to this request to the extent that it seeks discovery of email. ARC understands that the parties to the Action agreed to a procedure for handling email discovery. It is improper and unduly burdensome to seek to circumvent these limits by seeking email discovery from third-party ARC. Further, this request does not comply with the requirements for an email discovery request. ARC further objects to this request to the extent that it seeks privileged information, documents, or communications; internal communications regarding patent licenses, should they exist, are protected from disclosure by attorney-client privilege and/or the work product doctrine. ARC objects to this request as overbroad and unduly burdensome, and neither relevant nor proportional to the needs of the case to the extent that the request seeks information not relevant to a claim or defense asserted in this litigation. ARC further objects to this request as vague, ambiguous, overbroad, and unduly burdensome to the extent that it is unlimited in time and scope. Specifically, this request, as written in light of Defendant’s instructions, includes all agreements made by either [REDACTED] or [REDACTED]. Defendant’s Subpoena instructs that the word “and” is both conjunctive and disjunctive; as applied to this request, it creates a construction in which information responsive to the request includes any agreement about any patent license made by [REDACTED] or [REDACTED] at any time with any other party. Further, even if the request were understood to be limited to only agreements between [REDACTED] and [REDACTED] such a construction would include agreements outside the relevant time frame and scope of the current litigation, including agreements about patent licenses that

1 are irrelevant to the current litigation. The only patent license that would be relevant to the  
2 current litigation would be a license to the '923 patent – which ARC has never given.  
3 Additionally, ARC objects to this request to the extent that it asks for things not in ARC's  
4 possession, custody, or control. For example, the request as written includes all [REDACTED]  
5 agreements regarding patent licenses that do not involve ARC.

6 Subject to and without waiving the foregoing General and Specific Objections, ARC  
7 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
8 such documents exist, they have been provided to or are in the possession, custody, or  
9 control of CCE and that, on information and belief, CCE is complying or has complied  
10 with its discovery obligations in the Action.

11 **A. HMD Global's Position**

12 HMD Global's Request No. 1 seeks documents concerning [REDACTED]  
13 [REDACTED]

14 [REDACTED] In its letter of November 12, ARC does not address the core of  
15 this request—documents concerning [REDACTED] at  
16 the core of HMD Global's standing motion—but states instead that “agreements between  
17 [REDACTED] and [REDACTED] that do not concern the '923 patent have no bearing on whether ARC has the  
18 right to license the '923 patent,” although “ARC does not believe any such agreements  
19 exist.” Finally, ARC argues that HMD Global's “demand that ARC search all emails for  
20 responsive materials is overly burdensome.” Chouraki Decl., Ex. P.

21 **1. Legal Standard**

22 Rule 26(b)(1) permits discovery “regarding any nonprivileged matter that is relevant  
23 to any party's claim or defense” so long as it is “proportional to the needs of the case.” “A  
24 ‘relevant matter’ under Rule 26(b)(1) is any matter that ‘bears on, or that reasonably could  
25 lead to other matters that could bear on, any issue that is or may be in the case.’ Relevancy  
26 should be ‘construed “liberally and with common sense” and discovery should be allowed  
27 unless the information sought has no conceivable bearing on the case.’” *Dale Evans*  
28 *Parkway 2012, LLC v. Nat'l Fire & Marine Ins. Co.*, Case No. 15-979, 2016 WL 7486606,

1 at \*3 (C.D. Cal. Oct. 27, 2016) (citations omitted). “Under the general relevance  
2 requirements set forth in Rule 26(b), [a] subpoena may command the production of  
3 documents that are ‘nonprivileged’ and are ‘relevant to any party’s claim or defense.’” *Id.*  
4 (quoting Fed. R. Civ. P. 26(b)(1)).

## 5 2. ARC’s Overall Objections

6 ARC first argues that all or nearly all of HMD Global’s requested discovery is  
7 irrelevant because, in ARC’s view, HMD Global will eventually lose the legal issue which  
8 those documents might inform. Specifically, in its letter of November 12, ARC states:

9 ARC has never been party to any agreement that assigned it rights in the ’923  
10 patent. Thus, by law, [REDACTED] does not have the right to license the ’923 patent.  
11 Accordingly, even if, as you contend, [REDACTED]  
12 [REDACTED] is not in itself a written instrument that  
13 conveys to ARC any rights in the ’923 patent. No amount of parole evidence or  
14 materials regarding the course of dealing can change the fact that, by law, ARC does  
15 not have the right to license the ’923 patent. As such, the materials covered by  
16 Request Nos. 1-12 are irrelevant and intended merely to harass ARC.

17 Chouraki Decl., Ex. P. In other words, ARC argues that because it believes it will  
18 eventually win the underlying dispute, it would be “irrelevant and intended merely to  
19 harass ARC” for HMD Global to obtain discovery that might show that ARC should lose  
20 the underlying dispute.

21 Even setting aside the factual problems with this argument—which depends on the  
22 contention that the [REDACTED]  
23 [REDACTED]  
24 [REDACTED]—that is not how discovery works. “The obvious and overall  
25 purpose of discovery under the Federal Rules of Civil Procedure is to require disclosure of  
26 all relevant information, so that the ultimate resolution of disputed issues is based on a full  
27 and accurate understanding of the facts and therefore embodies a fair and just result.”  
28 *Inland Concrete Enters., Inc. v. Kraft Ams., L.P.*, Case No. 10-1776, 2011 WL 13209258,  
at \*2 (C.D. Cal. May 12, 2011) (citing *United States v. Procter & Gamble Co.*, 356 U.S.  
677, 682 (1958)). If a target of discovery could escape its obligations to produce

1 documents by claiming that its side would ultimately win the underlying dispute, there  
2 would be no discovery. *Castelan-Gutierrez v. Bodega Latina Corp.*, Case No. 17-1877,  
3 2018 WL 4050493, at \*2 (D. Nev. Mar. 30, 2018) (“The mere fact that a party may  
4 articulate some legal argument that may allow it to prevail on a particular claim, even  
5 when presented in a currently-pending dispositive motion, is simply insufficient to justify  
6 denying discovery to its opponent.”).

7 Indeed, the “Federal Rules of Civil Procedure do not provide for automatic or  
8 blanket stays of discovery when a potentially dispositive motion is pending,” *Infanzon v.*  
9 *Allstate Ins. Co.*, 335 F.R.D. 305, 312 (C.D. Cal. 2020) (quoting *Tradebay, LLC v. eBay,*  
10 *Inc.*, 278 F.R.D. 597, 600 (D. Nev. 2011)), and discovery will proceed unless the “party  
11 seeking a stay of discovery carries a heavy burden of making a ‘strong showing’ why  
12 discovery should be denied.” *Soundgarden v. UMG Recordings, Inc.*, Case No. 19-5449,  
13 2019 WL 10093965, at \*6 (C.D. Cal. Dec. 2, 2019) (quoting *Skellerup Indus. Ltd. v. City*  
14 *of Los Angeles*, 163 F.R.D. 598, 600 (C.D. Cal. 1995)); *see also Las Vegas Sun, Inc. v.*  
15 *Adelson*, Case No. 19-1667, 2020 WL 2114352, at \*5 (D. Nev. May 4, 2020) (“Generally,  
16 there must be no question in the court's mind that the dispositive motion will prevail, and  
17 therefore, discovery is a waste of effort.”) (quoting *Kor Media Grp., LLC v. Green*, 294  
18 F.R.D. 579, 583 (D. Nev. 2013)).

19 Although HMD Global has asserted lack of standing through a motion to dismiss,  
20 because standing is a “threshold jurisdictional issue,” Chouraki Decl., Ex. C at 7-8, which  
21 even CCE acknowledges “may be raised at anytime,” *id.* Ex. B at 11, HMD Global can  
22 present facts beyond the pleadings to support its claim, has no time limit to make this  
23 claim, and can take discovery and use that discovery to support a renewed motion. *See*  
24 *Uniloc USA, Inc. v. Apple Inc.*, No. 18-358, Docket No. 165 (N.D. Cal. Oct. 22, 2020)  
25 (renewing motion to dismiss for lack of standing based on new evidence obtained through  
26 discovery); *see also Blitzsafe Tex. LLC v. Mitsubishi Elec. Corp.*, No. 17-430, 2019 WL  
27 2210686, at \*3 (E.D. Tex. May 22, 2019) (“[J]urisdictional discovery should only be  
28 denied where it is *impossible* that the discovery ‘could . . . add[] any significant facts’ that

1 might bear on the jurisdictional determination.”) (alteration and emphasis in original)  
2 (quoting *Alpine View Co. v. Atlas Copco AB*, 205 F.3d 208, 221 (5th Cir. 2000)). For at  
3 least these reasons, ARC cannot prevent HMD Global from taking discovery on a disputed  
4 issue because ARC claims it will ultimately win the dispute.

## 5 2. ARC’s Specific Objections

6 Documents concerning [REDACTED] are at the  
7 center of HMD Global’s standing claim. These documents would include for example

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 [REDACTED] Documents that would be responsive to this request would include,  
16 for example:

- 17 • A prior draft of [REDACTED]  
18 [REDACTED]
- 19 • An email from [REDACTED]  
20 [REDACTED]  
21 [REDACTED]; or
- 22 • An email from ARC to CCE stating that ARC has licensed the ’923 patent and CCE  
23 must drop the pending litigation against [REDACTED]

24 HMD Global has no idea whether these documents exist, of course, but that is precisely the  
25 problem. ARC refuses to search for any documents concerning [REDACTED]  
26 [REDACTED] at all.

27 This request also seeks documents concerning any prior patent licenses between  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED] *Faulkner v. Nat'l Geographic Soc.*, 452 F. Supp. 2d  
3 369, 381 (S.D.N.Y. 2006) (explaining that “the parties’ course of dealing throughout the  
4 life of a contract is highly relevant to determining the meaning of the terms of the  
5 agreement”) (citations omitted); *see also Trilegiant Corp. v. Sitel Corp.*, 272 F.R.D. 360,  
6 364-65 (S.D.N.Y. 2010) (holding that “anything that might further the interpretation” of  
7 the disputed contract provision “is relevant and subject to discovery”) (collecting cases).  
8 ARC must produce these documents. *See Trilegiant Corp.*, 272 F.R.D. at 364-65 (ordering  
9 plaintiff to produce documents concerning disputed contract provisions and “the drafting  
10 and use of such contract language” in order to aid in the interpretation of those provisions).

### 11 3. ARC’s Burden Objection

12 “The party who resists discovery has the burden to show discovery should not be  
13 allowed, and has the burden of clarifying, explaining, and supporting its objections.” *Keith*  
14 *H. v. Long Beach Unified School Dist.*, 228 F.R.D. 652, 655-56 (C.D. Cal. May 18, 2005)  
15 (citing *Blankenship v. Hearst Corp.*, 519 F.2d 418, 429 (9th Cir. 1975)); *see also, e.g., In re*  
16 *Citimortgage, Inc., Home Affordable Modification Program (“HAMP”) Litig.*, Case No.  
17 11-2274, 2012 WL 10450139, at \*4 (C.D. Cal. June 7, 2012) (“Generalized objections that  
18 a discovery request is burdensome without resort to specific reasons is . . . insufficient to  
19 justify a refusal to respond.”) (quoting *Davidson v. Goord*, 215 F.R.D. 73 (W.D.N.Y. 2003)  
20 (alterations in original)). ARC has failed to meet this burden; it has not come close.

21 ARC makes the same objections to searching emails across all 26 of HMD Global’s  
22 requests. In its letter of November 12, ARC states that:

23 As we have explained to you, [REDACTED]  
24 [REDACTED] many, if not all, of the individuals  
25 who had first-hand knowledge of the agreement are no longer employed by ARC or  
26 its subsidiaries. Restoring the electronic records of former employees is a  
significant burden.

27 Chouraki Decl., Ex. P. ARC’s arguments are remarkable more for what they do not say  
28 than for what they do. Although ARC claims that “many, if not all, of the individuals who



1 had first-hand knowledge of the agreement are no longer employed by ARC,” it does not  
2 say who they are, or when they left, or what happened to their records. It conspicuously  
3 does *not* say that *all* “individuals who had first-hand knowledge of the agreement” have  
4 left ARC, and surely would have if it could have. Indeed, if most “individuals who had  
5 first-hand knowledge of the agreement” have left the company, ARC’s search may be  
6 easier than if they had stayed, because those individuals may have transferred their records  
7 to new custodians, making a search simpler for ARC. ARC states that “[r]estoring the  
8 electronic records of former employees is a significant burden,” but provides no specifics  
9 to back up this claim, let alone evidence rather than attorney argument. And ARC does  
10 not address any other possible repositories for records beyond individual stores, such as  
11 shared drives or mailing lists, which would survive any individual departures.

12 Instead, ARC tries to shift the burden onto HMD Global, arguing that because HMD  
13 Global could not identify custodians and search terms, ARC need not search at all. But  
14 ARC asks HMD Global to provide information it *does not know*. HMD Global does not  
15 know who at ARC negotiated [REDACTED]  
16 and thus cannot provide custodians to search. HMD Global does not know whether ARC  
17 has entered into any other agreements that, [REDACTED]  
18 [REDACTED] contain patent licenses, and thus cannot provide search terms. ARC’s attempt  
19 to push the burden onto HMD Global serves no purpose except to avoid discovery.  
20 Conversely, the burden on ARC of searching for documents would be minimal. Public  
21 records show that ARC has fewer than 20 employees. Chouraki Decl., Ex. R. ARC can  
22 easily find out who on its staff worked on these agreements and search their emails for  
23 relevant documents, and can consult its central repositories as well. A core part of ARC’s  
24 business is negotiating and executing license agreements, and ARC surely has a procedure  
25 for storing documents regarding those core functions. Finally, ARC claims that it “does  
26 not believe any” documents in certain categories exist. Surely they know this more surely  
27 and can make a more definite statement, but in any event if no such agreements exist, it  
28 will not be hard to confirm that they do not. Otherwise, ARC can lose its cake and have it

1 too, by claiming it is too hard to search for documents because they might not exist, while  
2 depriving HMD Global over the evidentiary value of learning that documents do not exist.

3 ARC also claims that it should be subject to special consideration as a non-party to  
4 the underlying litigation. But ARC is not a non-party to the underlying action in any  
5 reasonable sense. ARC owns all of CCE (through an intermediary which it also owns), has  
6 the same lawyers as CCE, and communicates on the same channels and in the same letters  
7 as CCE. Indeed, [REDACTED]

8 [REDACTED] and support HMD  
9 Global's standing motion in the underlying action. Nor can ARC benefit from any  
10 agreement between CCE and HMD Global regarding the conduct of the underlying action,  
11 having chosen not to be a plaintiff in that action and thus to avoid the obligations  
12 concomitant with that status.

13 Courts routinely order searching of emails, *In re Citimortgage, Inc.*, 2012 WL  
14 10450139, at \*5 ("Defendant must search all of its email servers and produce all emails  
15 to/from/relating to the named plaintiffs, including defendant's internal communications  
16 concerning those emails"); *Aquastar Pool Prods., Inc. v. Color Match Pool Fittings, Inc.*,  
17 Case No. 18-mc-94, 2019 WL 856860, at \*4 (C.D. Cal. Jan. 23, 2019) ("With these  
18 additions to the list, defendant must search for and produce emails responsive to RFP Nos.  
19 12-14 as narrowed."), even to third-party subpoena respondents contesting enforcement.  
20 *See also Liqwd, Inc. v. L'Oreal USA, Inc.*, Case No. 19-15, Docket. No. 33 (C.D. Cal. Feb.  
21 28, 2019). ARC fails to articulate the specific burden it would suffer, and so it must  
22 produce documents responsive to this request.

#### 23 4. Conclusion

24 As demonstrated, documents that are responsive to this request concern  
25 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
26 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
27 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
28 disputes through a series of letters and by meeting and conferring three times with ARC, as



1 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
2 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
3 ARC to produce all documents responsive to this request.

4 **B. ARC's Position**

5 [ARC's Position]

6 **Request for Production No. 2**

7 **Request:** All documents concerning any agreement executed concurrently with any  
8 agreement between persons including [REDACTED] and [REDACTED] that includes any  
9 patent license.

10 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
11 reference each of its specific objections and responses to each of the preceding requests as  
12 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
13 characterizes any agreements between [REDACTED] and [REDACTED] as conferring a relevant patent license  
14 from [REDACTED] to [REDACTED]. Defendant has no factual basis for such a characterization. ARC objects  
15 to this request to the extent that it seeks discovery of email. ARC understands that the  
16 parties to the Action agreed to a procedure for handling email discovery. It is improper  
17 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
18 from third-party ARC. ARC further objects to this request to the extent that it seeks  
19 privileged information, documents, or communications; internal communications  
20 regarding patent licenses, should they exist, are protected from disclosure by  
21 attorney-client privilege and/or the work product doctrine. Further, this request does not  
22 comply with the requirements for an email discovery request. ARC objects to this request  
23 as overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
24 the case to the extent that the request seeks information not relevant to a claim or defense  
25 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
26 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
27 Specifically, this request includes the same overbroad and vague structure seen in Request  
28 1; ARC therefore incorporates the same objections here. Further, this request includes

1 additional agreements other than patent licensing agreements, as long as they were  
2 “executed concurrently.” This provides an even broader and more vague scope to the  
3 request and makes it even more likely that agreements responsive to the request would be  
4 irrelevant to the current patent infringement litigation.

5 Subject to and without waiving the foregoing General and Specific Objections, ARC  
6 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
7 such documents exist, they have been provided to or are in the possession, custody, or  
8 control of CCE and that, on information and belief, CCE is complying or has complied  
9 with its discovery obligations in the Action.

10 **A. HMD Global’s Position**

11 HMD Global’s Request No. 2 seeks documents concerning any agreement executed  
12 concurrently with any agreement described in Request No. 1. In its letter of November 12,  
13 ARC takes the same position as it did regarding Request No. 1, and declines to produce  
14 any documents. Chouraki Decl., Ex. P.

15 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
16 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

17 If [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]

23 [REDACTED] Without the documents HMD Global seeks, it  
24 cannot know if any concurrent agreements have provisions relevant to the dispute. ARC  
25 must produce these documents. *See Trilegiant Corp.*, 272 F.R.D. at 364-65 (ordering  
26 plaintiff to produce documents concerning disputed contract provisions and “the drafting  
27 and use of such contract language” in order to aid in the interpretation of those provisions).  
28

1 ARC has not shown that producing documents responsive to this request is unduly  
2 burdensome for the reasons set forth above in Request No. 1, § A.3.

3 As demonstrated, documents that are responsive to this request concern  
4 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
5 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
6 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
7 disputes through a series of letters and by meeting and conferring three times with ARC, as  
8 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
9 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
10 ARC to produce all documents responsive to this request.

11 **B. ARC's Position**

12 [ARC's Position]

13 **Request for Production No. 3**

14 **Request:** All documents concerning communications concerning any agreement  
15 between persons including [REDACTED] and [REDACTED] that includes any patent license,  
16 or any agreement executed concurrently with any agreement between persons including  
17 [REDACTED] and [REDACTED] that includes any patent license.

18 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
19 reference each of its specific objections and responses to each of the preceding requests as  
20 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
21 characterizes any agreements between [REDACTED] and [REDACTED] as conferring a relevant patent license  
22 from [REDACTED] to [REDACTED]. Defendant has no factual basis for such a characterization. ARC objects  
23 to this request to the extent that it seeks discovery of email. ARC understands that the  
24 parties to the Action agreed to a procedure for handling email discovery. It is improper  
25 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
26 from third-party ARC. Further, this request does not comply with the requirements for an  
27 email discovery request. ARC further objects to this request to the extent that it seeks  
28 privileged information, documents, or communications; internal communications

1 regarding patent licenses, should they exist, are protected from disclosure by  
2 attorney-client privilege and/or the work product doctrine. ARC objects to this request as  
3 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
4 the case to the extent that the request seeks information not relevant to a claim or defense  
5 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
6 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
7 Specifically, this request includes the same overbroad and vague structure seen in Requests  
8 1 and 2; ARC therefore incorporates the same objections here. Adding “communications”  
9 about the already vague and overbroad universe of potential agreements covered by  
10 Requests 1 and 2 to the request further broadens the scope of the request to include  
11 communications and correspondence that may be irrelevant to the current litigation.

12 Subject to and without waiving the foregoing General and Specific Objections, ARC  
13 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
14 such documents exist, they have been provided to or are in the possession, custody, or  
15 control of CCE and that, on information and belief, CCE is complying or has complied  
16 with its discovery obligations in the Action.

17 **A. HMD Global’s Position**

18 HMD Global’s Request No. 3 seeks communications concerning any agreement in  
19 Request Nos. 1 or 2. In its letter of November 12, ARC takes the same position as it did  
20 regarding Request Nos. 1 and 2, and declines to produce any documents. Chouraki Decl.,  
21 Ex. P.

22 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
23 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

24 Many categories of communications are directly relevant here. The negotiation  
25 history of a contract is highly relevant to understanding its meaning. *67 Wall St. Co. v.*  
26 *Franklin Nat’l Bank*, 37 N.Y.2d 245, 248-49 (1975) (recognizing that the court can look to  
27 the “surrounding facts and circumstances to determine the intent of the parties,” including  
28 “evidence of conversations, negotiations and agreements made prior to or

1 contemporaneous with the execution” in order to explain ambiguities in a written  
2 agreement). (The “License and Covenant Not to Sue Agreement” specifies New York law,  
3 *see* Chouraki Decl., Ex. Q ¶ 6.15.)

4 Second, communications between [REDACTED] and [REDACTED] after execution of any agreements  
5 are also highly relevant, as course of performance sheds light on the meaning of a contract.  
6 *See Fed. Ins. Co. v. Americas Ins. Co.*, 258 A.D.2d 39, 44 (1999) (“the parties’ course of  
7 performance under the contract is considered to be the most persuasive evidence of the  
8 agreed intention of the parties”) (internal quotation marks and citation omitted); *Credit*  
9 *Suisse Sec. (USA) LLC v. Grand Circle LLC*, Case No. 11-232, 2013 WL 5312511, at \*11  
10 (S.D.N.Y. Sept. 23, 2013) (“The parties’ objective manifestations of their intent—namely,  
11 their words to each other and their deeds—are significantly more probative than  
12 uncommunicated subjective intent.”) (internal quotation marks and citation omitted).

13 Third, communications within ARC can shed light on how ARC interpreted any  
14 agreements. *See Dataflow, Inc. v. Peerless Ins. Co.*, Case No. 11-1127, 2014 WL 148685,  
15 at \*4 (S.D.N.Y. Jan. 13, 2014) (finding that defendant’s internal communications showing  
16 its interpretation of a written agreement are relevant to its interpretation of the agreement).  
17 All of these communications are highly relevant to HMD Global’s claims about the  
18 meaning of [REDACTED] *See 67 Wall St.*, 37 N.Y.2d  
19 at 248-49 (recognizing that “evidence of conversations, negotiations and agreements made  
20 prior to or contemporaneous with the execution” may be used to explain ambiguities in a  
21 written agreement).

22 Fourth, communications between ARC and CCE are highly relevant. In opposing  
23 HMD Global’s motion to dismiss, CCE claimed that [REDACTED]

24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED] *Id.* Ex. D at

1 4 (*citing Polaris PowerLED Techs., LLC v. Samsung Elecs. Am., Inc.*, Case No. 17-715,  
2 2019 WL 1399927, at \*3 (E.D. Tex. Mar. 28, 2019); *Id.* Ex. B at 6. HMD Global is  
3 entitled to test those claims by probing the communications that actually occurred.  
4 Suppose, for example, that ARC sent a note to CCE saying, “we have executed a license to  
5 your portfolio, so you must drop your case with [REDACTED] If that occurred, HMD Global is  
6 entitled to that evidence.

7 Fifth and finally, communications between [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED] *See 67 Wall St.*, 37  
18 N.Y.2d at 248-49. All of these communications are highly relevant HMD Global’s claims  
19 about the meaning of [REDACTED]

20 ARC has not shown that producing documents responsive to this request is unduly  
21 burdensome for the reasons set forth above in Request No. 1, § A.3.

22 As demonstrated, documents and communications that are responsive to this request  
23 concern nonprivileged matter that is relevant to HMD Global’s standing claim, and this  
24 request is within the scope of discovery, not overly broad, unduly burdensome,  
25 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
26 to resolve these disputes through a series of letters and by meeting and conferring three  
27 times with ARC, as set forth above in HMD Global’s Introductory Statement, § F, but  
28



1 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
2 should order ARC to produce all documents responsive to this request.

3 **B. ARC's Position**

4 [ARC's Position]

5 **Request for Production No. 4**

6 **Request:** All documents concerning communications concerning negotiations  
7 leading to any agreement between persons including [REDACTED] and [REDACTED] that  
8 includes any patent license, or any agreement executed concurrently with any agreement  
9 between persons including [REDACTED] and [REDACTED] that includes any patent license.

10 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
11 reference each of its specific objections and responses to each of the preceding requests as  
12 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
13 characterizes any agreements between [REDACTED] and [REDACTED] as conferring a relevant patent license  
14 from [REDACTED] to [REDACTED]. Defendant has no factual basis for such a characterization. ARC objects  
15 to this request to the extent that it seeks discovery of email. ARC understands that the  
16 parties to the Action agreed to a procedure for handling email discovery. It is improper  
17 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
18 from third-party ARC. Further, this request does not comply with the requirements for an  
19 email discovery request. ARC further objects to this request to the extent that it seeks  
20 privileged information, documents, or communications; internal communications  
21 regarding patent licenses, should they exist, are protected from disclosure by  
22 attorney-client privilege and/or the work product doctrine. ARC objects to this request as  
23 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
24 the case to the extent that the request seeks information not relevant to a claim or defense  
25 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
26 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
27 Specifically, this request includes the same overbroad and vague structure seen in Requests  
28 1, 2, and 3; ARC therefore incorporates the same objections here.

1 Subject to and without waiving the foregoing General and Specific Objections, ARC  
2 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
3 such documents exist, they have been provided to or are in the possession, custody, or  
4 control of CCE and that, on information and belief, CCE is complying or has complied  
5 with its discovery obligations in the Action.

6 **A. HMD Global's Position**

7 HMD Global's Request No. 4 seeks documents, including communications,  
8 concerning any negotiations leading to any agreement in Request Nos. 1 or 2. In its letter  
9 of November 12, ARC takes the same position as it did regarding Request Nos. 1, 2 and 3,  
10 and declines to produce any documents. Chouraki Decl., Ex. P.

11 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
12 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

13 The negotiation history of a contract is highly relevant to understanding its meaning.  
14 67 *Wall St. Co.*, 37 N.Y.2d at 248-49 (1975) (recognizing that the court can look to the  
15 "surrounding facts and circumstances to determine the intent of the parties," including  
16 "evidence of conversations, negotiations and agreements made prior to or  
17 contemporaneous with the execution" in order to explain ambiguities in a written  
18 agreement).

19 ARC has not shown that producing documents responsive to this request is unduly  
20 burdensome for the reasons set forth above in Request No. 1, § A.3.

21 As demonstrated, documents and communications that are responsive to this request  
22 concern nonprivileged matter that is relevant to HMD Global's standing claim, and this  
23 request is within the scope of discovery, not overly broad, unduly burdensome,  
24 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
25 to resolve these disputes through a series of letters and by meeting and conferring three  
26 times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but  
27 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
28 should order ARC to produce all documents responsive to this request.



1           **B.     ARC's Position**

2           [ARC's Position]

3           **Request for Production No. 5**

4           **Request:** All documents concerning any agreement between ARC and any other  
5 person or persons that includes any patent license including a patent owned in whole or  
6 part by one or more Acacia Entities.

7           **Response:** In addition to the foregoing General Objections, ARC incorporates by  
8 reference each of its specific objections and responses to each of the preceding requests as  
9 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
10 characterizes any agreements involving ARC as conferring a relevant patent license from  
11 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
12 objects to this request to the extent that it seeks discovery of email. ARC understands that  
13 the parties to the Action agreed to a procedure for handling email discovery. It is improper  
14 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
15 from third-party ARC. Further, this request does not comply with the requirements for an  
16 email discovery request. ARC further objects to this request to the extent that it seeks  
17 privileged information, documents, or communications; internal communications  
18 regarding patent licenses, should they exist, are protected from disclosure by  
19 attorney-client privilege and/or the work product doctrine. ARC objects to this request as  
20 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
21 the case to the extent that the request seeks information not relevant to a claim or defense  
22 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
23 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
24 Specifically, the request includes patents and agreements that are irrelevant to the current  
25 litigation: as written, the request includes any agreements made by ARC or any of its  
26 subsidiaries including any patent licenses. There is only one patent at issue, and it is  
27 wholly owned by CCE. This request seeks information on all other patents owned by  
28

1 ARC and any of its subsidiaries, which includes at least two other companies that are not  
2 involved in this litigation.

3 Subject to and without waiving the foregoing General and Specific Objections, ARC  
4 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
5 such documents exist, they have been provided to or are in the possession, custody, or  
6 control of CCE and that, on information and belief, CCE is complying or has complied  
7 with its discovery obligations in the Action.

8 **A. HMD Global's Position**

9 HMD Global's Request No. 5 seeks documents concerning any agreement that, like  
10 [REDACTED] includes a license to a patent owned  
11 by an ARC affiliate or to which an ARC affiliate has rights. In its letter of November 12,  
12 ARC states that "agreements between ARC and third-parties that do not concern the '923  
13 patent have no bearing on whether ARC has the right to license the '923 patent," and  
14 refuses to provide any documents. Chouraki Decl., Ex. P.

15 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
16 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

17 HMD Global's standing motion rests on the argument that ARC can and does hold,  
18 as the ultimate corporate parent of CCE and other subsidiaries, the right to license patents  
19 held by its subsidiaries directly by ARC, rather than through the subsidiaries themselves.  
20 If HMD Global is correct, then ARC's subsidiaries (such as CCE) either lack standing to  
21 sue entirely, or lack standing to sue without ARC's participation as a plaintiff in the case.  
22 This request asks a simple question: has ARC done it before?

23 If ARC has executed other agreements like [REDACTED]  
24 [REDACTED] those agreements  
25 and ARC's practice of entering into them would be relevant to the interpretation of the  
26 [REDACTED] and may also provide other bases to  
27 undercut CCE's standing in this case. *See Trilegiant Corp.*, 272 F.R.D. at 364-65 (ordering  
28 plaintiff to produce documents concerning disputed contract provisions and "the drafting

1 and use of such contract language” in order to aid in the interpretation of those provisions).  
2 Conversely, if ARC has never executed an agreement similar to [REDACTED]  
3 [REDACTED] that is relevant as well and ARC should confirm that no such  
4 documents exist.

5 ARC has not shown that producing documents responsive to this request is unduly  
6 burdensome for the reasons set forth above in Request No. 1, § A.3.

7 In a good faith effort to narrow this request, HMD Global clarified that this request  
8 does not concern all licenses between any ARC affiliate and any third party, or even all  
9 licences between ARC and third parties. Rather, it concerns only licenses, like the license  
10 from [REDACTED] to [REDACTED] that CCE produced in the underlying litigation, between ARC and  
11 another party that include a license to a patent owned by an ARC affiliate.

12 As demonstrated, documents that are responsive to this request concern  
13 nonprivileged matter that is relevant to HMD Global’s standing claim, and this request is  
14 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
15 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
16 disputes through a series of letters and by meeting and conferring three times with ARC, as  
17 set forth above in HMD Global’s Introductory Statement, § F, but could reach no  
18 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
19 ARC to produce all documents responsive to this request.

## 20 **B. ARC’s Position**

21 [ARC’s Position]

## 22 **Request for Production No. 6**

23 **Request:** All documents concerning any agreement executed concurrently with any  
24 agreement between ARC and any other person or persons that includes any patent license  
25 including a patent owned in whole or part by one or more Acacia Entities.

26 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
27 reference each of its specific objections and responses to each of the preceding requests as  
28 if fully set forth herein. ARC objects to the phrase “any patent license” to the extent that it

1 characterizes any agreements involving ARC as conferring a relevant patent license from  
2 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
3 objects to this request to the extent that it seeks discovery of email. ARC understands that  
4 the parties to the Action agreed to a procedure for handling email discovery. It is improper  
5 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
6 from third-party ARC. Further, this request does not comply with the requirements for an  
7 email discovery request. ARC further objects to this request to the extent that it seeks  
8 privileged information, documents, or communications; internal communications  
9 regarding patent licenses, should they exist, are protected from disclosure by  
10 attorney-client privilege and/or the work product doctrine. ARC objects to this request as  
11 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
12 the case to the extent that the request seeks information not relevant to a claim or defense  
13 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
14 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
15 Specifically, this request includes the same overbroad and vague structure seen in Request  
16 5; ARC therefore incorporates the same objections here. Further, this request includes  
17 additional agreements other than patent licensing agreements, as long as they were  
18 “executed concurrently.” This provides an even broader and more vague scope to the  
19 request and makes it even more likely that agreements responsive to the request would be  
20 irrelevant to the current patent infringement litigation.

21 Subject to and without waiving the foregoing General and Specific Objections, ARC  
22 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
23 such documents exist, they have been provided to or are in the possession, custody, or  
24 control of CCE and that, on information and belief, CCE is complying or has complied  
25 with its discovery obligations in the Action.

26 **A. HMD Global’s Position**

27 Similar to Request No. 2, HMD Global’s Request No. 6 seeks documents  
28 concerning any agreement executed concurrently with any agreement described in Request

1 No. 5. In its letter of November 12, ARC takes the same position as it did regarding  
2 Request No. 5, and declines to produce any documents. Chouraki Decl., Ex. P.

3 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
4 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

5 The agreements in Request No. 5 are relevant for the reasons set forth there; the  
6 concurrent agreements of Request No. 6 are relevant for the same reasons as the  
7 concurrent agreements of Request No. 2.

8 ARC has not shown that producing documents responsive to this request is unduly  
9 burdensome for the reasons set forth above in Request No. 1, § A.3.

10 As demonstrated, documents that are responsive to this request concern  
11 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
12 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
13 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
14 disputes through a series of letters and by meeting and conferring three times with ARC, as  
15 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
16 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
17 ARC to produce all documents responsive to this request.

18 **B. ARC's Position**

19 [ARC's Position]

20 **Request for Production No. 7**

21 **Request:** All documents concerning communications concerning any agreement  
22 between ARC and any other person or persons that includes any patent license including a  
23 patent owned in whole or part by one or more Acacia Entities.

24 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
25 reference each of its specific objections and responses to each of the preceding requests as  
26 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
27 characterizes any agreements involving ARC as conferring a relevant patent license from  
28 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC

1 objects to this request to the extent that it seeks discovery of email. ARC understands that  
2 the parties to the Action agreed to a procedure for handling email discovery. It is improper  
3 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
4 from third-party ARC. Further, this request does not comply with the requirements for an  
5 email discovery request. ARC further objects to this request to the extent that it seeks  
6 privileged information, documents, or communications; internal communications  
7 regarding patent licenses, should they exist, are protected from disclosure by  
8 attorney-client privilege and/or the work product doctrine. ARC objects to this request as  
9 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
10 the case to the extent that the request seeks information not relevant to a claim or defense  
11 asserted in this litigation. ARC objects to this request to the extent that it seeks discovery  
12 of email. ARC understands that the parties to the Action agreed to a procedure for  
13 handling email discovery. It is improper and unduly burdensome to seek to circumvent  
14 these limits by seeking email discovery from third-party ARC. Further, this request does  
15 not comply with the requirements for an email discovery request. ARC further objects to  
16 this request as vague, ambiguous, overbroad, and unduly burdensome to the extent that it is  
17 unlimited in time and scope. Specifically, this request includes the same overbroad and  
18 vague structure seen in Requests 5 and 6; ARC therefore incorporates the same objections  
19 here. Adding “communications” about the already vague and overbroad universe of  
20 potential agreements covered by Requests 5 and 6 to the request further broadens the scope  
21 of the request to include communications and correspondence that may be irrelevant to the  
22 current litigation.

23 Subject to and without waiving the foregoing General and Specific Objections, ARC  
24 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
25 such documents exist, they have been provided to or are in the possession, custody, or  
26 control of CCE and that, on information and belief, CCE is complying or has complied  
27 with its discovery obligations in the Action.  
28



1           **A.     HMD Global’s Position**

2           Similar to Request No. 3, HMD Global’s Request No. 7 seeks documents  
3 concerning communications concerning any agreement described in Request No. 5. In its  
4 letter of November 12, ARC takes the same position as it did regarding Request Nos. 5 and  
5 6, and declines to produce any documents. Chouraki Decl., Ex. P.

6           The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
7 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

8           The agreements in Request No. 5 are relevant for the reasons set forth there; the  
9 communications of Request No. 7 are relevant for the same reasons as the communications  
10 of Request No. 3.

11          ARC has not shown that producing documents responsive to this request is unduly  
12 burdensome for the reasons set forth above in Request No. 1, § A.3.

13          As demonstrated, documents and communications that are responsive to this request  
14 concern nonprivileged matter that is relevant to HMD Global’s standing claim, and this  
15 request is within the scope of discovery, not overly broad, unduly burdensome,  
16 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
17 to resolve these disputes through a series of letters and by meeting and conferring three  
18 times with ARC, as set forth above in HMD Global’s Introductory Statement, § F, but  
19 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
20 should order ARC to produce all documents responsive to this request.

21           **B.     ARC’s Position**

22          [ARC’s Position]

23           **Request for Production No. 8**

24           **Request:** All documents concerning communications concerning negotiations  
25 leading to any agreement between ARC and any other person or persons that includes any  
26 patent license including a patent owned in whole or part by one or more Acacia Entities or  
27 any agreement executed concurrently with any agreement between ARC and any other  
28

1 person or persons that includes any patent license including a patent owned in whole or  
2 part by one or more Acacia Entities.

3       **Response:** In addition to the foregoing General Objections, ARC incorporates by  
4 reference each of its specific objections and responses to each of the preceding requests as  
5 if fully set forth herein. ARC objects to the phrase “any patent license” to the extent that it  
6 characterizes any agreements involving ARC as conferring a relevant patent license from  
7 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
8 objects to this request as overbroad and unduly burdensome, and neither relevant nor  
9 proportional to the needs of the case to the extent that the request seeks information not  
10 relevant to a claim or defense asserted in this litigation. ARC objects to this request to the  
11 extent that it seeks discovery of email. ARC understands that the parties to the Action  
12 agreed to a procedure for handling email discovery. It is improper and unduly burdensome  
13 to seek to circumvent these limits by seeking email discovery from third-party ARC.  
14 Further, this request does not comply with the requirements for an email discovery request.  
15 ARC further objects to this request to the extent that it seeks privileged information,  
16 documents, or communications; internal communications regarding patent licenses, should  
17 they exist, are protected from disclosure by attorney-client privilege and/or the work  
18 product doctrine. ARC further objects to this request as vague, ambiguous, overbroad, and  
19 unduly burdensome to the extent that it is unlimited in time and scope. Specifically, this  
20 request includes the same overbroad and vague structure seen in Requests 5, 6, and 7;  
21 ARC therefore incorporates the same objections here.

22       Subject to and without waiving the foregoing General and Specific Objections, ARC  
23 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
24 such documents exist, they have been provided to or are in the possession, custody, or  
25 control of CCE and that, on information and belief, CCE is complying or has complied  
26 with its discovery obligations in the Action.



**A. HMD Global's Position**

Similar to Request No. 4, HMD Global's Request No. 8 seeks documents concerning communications concerning negotiations concerning any agreement described in Request No. 5. In its letter of November 12, ARC takes the same position as it did regarding Request Nos. 5, 6, and 7, and declines to produce any documents. Chouraki Decl., Ex. P.

The legal standard governing discovery is set forth above in Request No. 1, § A.1. ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

The agreements in Request No. 5 are relevant for the reasons set forth there; the communications of Request No. 8 are relevant for the same reasons as the communications agreements of Request No. 4.

ARC has not shown that producing documents responsive to this request is unduly burdensome for the reasons set forth above in Request No. 1, § A.3.

As demonstrated, documents and communications that are responsive to this request concern nonprivileged matter that is relevant to HMD Global's standing claim, and this request is within the scope of discovery, not overly broad, unduly burdensome, disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought to resolve these disputes through a series of letters and by meeting and conferring three times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but could reach no agreements. Accordingly, HMD Global respectfully submits that the Court should order ARC to produce all documents responsive to this request.

**B. ARC's Position**

[ARC's Position]

**Request for Production No. 9**

**Request:** All documents concerning any agreement between ARC and any other person or persons that includes any patent license including a patent that one or more Acacia Entities has authority to license.

1           **Response:** In addition to the foregoing General Objections, ARC incorporates by  
2 reference each of its specific objections and responses to each of the preceding requests as  
3 if fully set forth herein. ARC objects to the phrase “any patent license” to the extent that it  
4 characterizes any agreements involving ARC as conferring a relevant patent license from  
5 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
6 objects to this request as overbroad and unduly burdensome, and neither relevant nor  
7 proportional to the needs of the case to the extent that the request seeks information not  
8 relevant to a claim or defense asserted in this litigation. ARC objects to this request to the  
9 extent that it seeks discovery of email. ARC understands that the parties to the Action  
10 agreed to a procedure for handling email discovery. It is improper and unduly burdensome  
11 to seek to circumvent these limits by seeking email discovery from third-party ARC.  
12 Further, this request does not comply with the requirements for an email discovery request.  
13 ARC further objects to this request to the extent that it seeks privileged information,  
14 documents, or communications; internal communications regarding patent licenses, should  
15 they exist, are protected from disclosure by attorney-client privilege and/or the work  
16 product doctrine. ARC further objects to this request as vague, ambiguous, and unduly  
17 burdensome to the extent that it is unlimited in scope. Specifically, this request includes  
18 all patents owned by ARC and any of its subsidiaries, including patents that are unrelated  
19 to the single patent at issue in this litigation.

20           Subject to and without waiving the foregoing General and Specific Objections, ARC  
21 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
22 such documents exist, they have been provided to or are in the possession, custody, or  
23 control of CCE and that, on information and belief, CCE is complying or has complied  
24 with its discovery obligations in the Action.

25           **A. HMD Global’s Position**

26           HMD Global’s Request No. 9 seeks documents concerning any agreement that, like  
27 [REDACTED] includes a license to a patent to which  
28 an ARC affiliate has rights. In its letter of November 12, ARC states that “agreements

1 between ARC and third-parties that do not concern the '923 patent have no bearing on  
2 whether ARC has the right to license the '923 patent,” and refuses to provide any  
3 documents. Chouraki Decl., Ex. P.

4 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
5 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

6 HMD Global’s standing motion rests on the argument that ARC can and does hold,  
7 as the ultimate corporate parent of CCE and other subsidiaries, the right to license patents  
8 held by its subsidiaries directly by ARC, rather than through the subsidiaries themselves.  
9 If HMD Global is correct, then ARC’s subsidiaries (such as CCE) either lack standing to  
10 sue entirely, or lack standing to sue without ARC’s participation as a plaintiff in the case.  
11 This request asks a simple question: has ARC done it before?

12 If ARC has executed other agreements like [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] and may also provide  
16 other bases to undercut CCE’s standing in this case. *See Trilegiant Corp.*, 272 F.R.D. at  
17 364-65 (ordering plaintiff to produce documents concerning disputed contract provisions  
18 and “the drafting and use of such contract language” in order to aid in the interpretation of  
19 those provisions). Conversely, if ARC has never executed an agreement similar to the  
20 [REDACTED] that is relevant as well and ARC should  
21 confirm that no such documents exist.

22 ARC has not shown that producing documents responsive to this request is unduly  
23 burdensome for the reasons set forth above in Request No. 1, § A.3.

24 In a good faith effort to narrow this request, HMD Global clarified that this request  
25 does not concern all licenses between any ARC affiliate and any third party, or even all  
26 licences between ARC and third parties. Rather, it concerns only licenses, like the license  
27 from [REDACTED] to [REDACTED] that CCE produced in the underlying litigation, between ARC and  
28 another party that include a license to a patent owned by an ARC affiliate.

1 As demonstrated, documents that are responsive to this request concern  
2 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
3 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
4 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
5 disputes through a series of letters and by meeting and conferring three times with ARC, as  
6 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
7 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
8 ARC to produce all documents responsive to this request.

9 **B. ARC's Position**

10 [ARC's Position]

11 **Request for Production No. 10**

12 **Request:** All documents concerning any agreement executed concurrently with any  
13 agreement between ARC and any other person or persons that includes any patent license  
14 including a patent that one or more Acacia Entities has authority to license.

15 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
16 reference each of its specific objections and responses to each of the preceding requests as  
17 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
18 characterizes any agreements involving ARC as conferring a relevant patent license from  
19 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
20 objects to this request as overbroad and unduly burdensome, and neither relevant nor  
21 proportional to the needs of the case to the extent that the request seeks information not  
22 relevant to a claim or defense asserted in this litigation. ARC objects to this request to the  
23 extent that it seeks discovery of email. ARC understands that the parties to the Action  
24 agreed to a procedure for handling email discovery. It is improper and unduly burdensome  
25 to seek to circumvent these limits by seeking email discovery from third-party ARC.  
26 Further, this request does not comply with the requirements for an email discovery request.  
27 ARC further objects to this request to the extent that it seeks privileged information,  
28 documents, or communications; internal communications regarding patent licenses, should

1 they exist, are protected from disclosure by attorney-client privilege and/or the work  
2 product doctrine. ARC objects to this request as vague, ambiguous, overbroad, and unduly  
3 burdensome to the extent that it is unlimited in time and scope. Specifically, this request  
4 includes the same overbroad and vague structure seen in Request 9; ARC therefore  
5 incorporates the same objections here. Further, this request includes additional agreements  
6 other than patent licensing agreements, as long as they were “executed concurrently.” This  
7 provides an even broader and more vague scope to the request and makes it even more  
8 likely that agreements responsive to the request would be irrelevant to the current patent  
9 infringement litigation.

10 Subject to and without waiving the foregoing General and Specific Objections, ARC  
11 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
12 such documents exist, they have been provided to or are in the possession, custody, or  
13 control of CCE and that, on information and belief, CCE is complying or has complied  
14 with its discovery obligations in the Action.

15 **A. HMD Global’s Position**

16 Similar to Request Nos. 2 and 6, HMD Global’s Request No. 10 seeks documents  
17 concerning any agreement executed concurrently with any agreement described in Request  
18 No. 9. In its letter of November 12, ARC takes the same position as it did regarding  
19 Request No. 9, and declines to produce any documents. Chouraki Decl., Ex. P.

20 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
21 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

22 The agreements in Request No. 9 are relevant for the reasons set forth there; the  
23 concurrent agreements of Request No. 10 are relevant for the same reasons as the  
24 concurrent agreements of Request Nos. 2 and 6.

25 ARC has not shown that producing documents responsive to this request is unduly  
26 burdensome for the reasons set forth above in Request No. 1, § A.3.

27 As demonstrated, documents that are responsive to this request concern  
28 nonprivileged matter that is relevant to HMD Global’s standing claim, and this request is

1 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
2 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
3 disputes through a series of letters and by meeting and conferring three times with ARC, as  
4 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
5 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
6 ARC to produce all documents responsive to this request.

7 **B. ARC's Position**

8 [ARC's Position]

9 **Request for Production No. 11**

10 **Request:** All documents concerning communications concerning any agreement  
11 between ARC and any other person or persons that includes any patent license including a  
12 patent that one or more Acacia Entities has authority to license.

13 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
14 reference each of its specific objections and responses to each of the preceding requests as  
15 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
16 characterizes any agreements involving ARC as conferring a relevant patent license from  
17 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
18 objects to this request as overbroad and unduly burdensome, and neither relevant nor  
19 proportional to the needs of the case to the extent that the request seeks information not  
20 relevant to a claim or defense asserted in this litigation. ARC objects to this request to the  
21 extent that it seeks discovery of email. ARC understands that the parties to the Action  
22 agreed to a procedure for handling email discovery. It is improper and unduly burdensome  
23 to seek to circumvent these limits by seeking email discovery from third-party ARC.  
24 Further, this request does not comply with the requirements for an email discovery request.  
25 ARC further objects to this request to the extent that it seeks privileged information,  
26 documents, or communications; internal communications regarding patent licenses, should  
27 they exist, are protected from disclosure by attorney-client privilege and/or the work  
28 product doctrine. ARC objects to this request as vague, ambiguous, overbroad, and unduly



1 burdensome to the extent that it is unlimited in time and scope. Specifically, this request  
2 includes the same overbroad and vague structure seen in Requests 9 and 10; ARC  
3 therefore incorporates the same objections here. Adding “communications” about the  
4 already vague and overbroad universe of potential agreements covered by Requests 9 and  
5 10 to the request further broadens the scope of the request to include communications and  
6 correspondence that may be irrelevant to the current litigation.

7 Subject to and without waiving the foregoing General and Specific Objections, ARC  
8 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
9 such documents exist, they have been provided to or are in the possession, custody, or  
10 control of CCE and that, on information and belief, CCE is complying or has complied  
11 with its discovery obligations in the Action.

12 **A. HMD Global’s Position**

13 Similar to Request Nos. 3 and 7, HMD Global’s Request No. 11 seeks documents  
14 concerning communications concerning any agreement described in Request No. 9. In its  
15 letter of November 12, ARC takes the same position as it did regarding Request Nos. 9 and  
16 10, and declines to produce any documents. Chouraki Decl., Ex. P.

17 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
18 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

19 The agreements in Request No. 9 are relevant for the reasons set forth there; the  
20 communications of Request No. 11 are relevant for the same reasons as the  
21 communications of Request Nos. 3 and 7.

22 ARC has not shown that producing documents responsive to this request is unduly  
23 burdensome for the reasons set forth above in Request No. 1, § A.3.

24 As demonstrated, documents and communications that are responsive to this request  
25 concern nonprivileged matter that is relevant to HMD Global’s standing claim, and this  
26 request is within the scope of discovery, not overly broad, unduly burdensome,  
27 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
28 to resolve these disputes through a series of letters and by meeting and conferring three

1 times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but  
2 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
3 should order ARC to produce all documents responsive to this request.

4 **B. ARC's Position**

5 [ARC's Position]

6 **Request for Production No. 12**

7 **Request:** All documents concerning communications concerning negotiations  
8 leading to any agreement between ARC and any other person or persons that includes any  
9 patent license including a patent that one or more Acacia Entities has authority to license  
10 or any agreement executed concurrently with any agreement between ARC and any other  
11 person or persons that includes any patent license including a patent that one or more  
12 Acacia Entities has authority to license.

13 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
14 reference each of its specific objections and responses to each of the preceding requests as  
15 if fully set forth herein. ARC objects to the phrase "any patent license" to the extent that it  
16 characterizes any agreements involving ARC as conferring a relevant patent license from  
17 ARC to any other entity; Defendant has no factual basis for such a characterization. ARC  
18 objects to this request to the extent that it seeks discovery of email. ARC understands that  
19 the parties to the Action agreed to a procedure for handling email discovery. It is improper  
20 and unduly burdensome to seek to circumvent these limits by seeking email discovery  
21 from third-party ARC. Further, this request does not comply with the requirements for an  
22 email discovery request. ARC further objects to this request to the extent that it seeks  
23 privileged information, documents, or communications; internal communications  
24 regarding patent licenses, should they exist, are protected from disclosure by  
25 attorney-client privilege and/or the work product doctrine. ARC objects to this request as  
26 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
27 the case to the extent that the request seeks information not relevant to a claim or defense  
28 asserted in this litigation. ARC further objects to this request as vague, ambiguous,



1 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
2 Specifically, this request includes the same overbroad and vague structure seen in Requests  
3 9, 10, and 11; ARC therefore incorporates the same objections here.

4 Subject to and without waiving the foregoing General and Specific Objections, ARC  
5 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
6 such documents exist, they have been provided to or are in the possession, custody, or  
7 control of CCE and that, on information and belief, CCE is complying or has complied  
8 with its discovery obligations in the Action.

9 **A. HMD Global's Position**

10 Similar to Request Nos. 4 and 8, HMD Global's Request No. 12 seeks documents  
11 concerning communications concerning negotiations concerning any agreement described  
12 in Request No. 9. In its letter of November 12, ARC takes the same position as it did  
13 regarding Request Nos. 9 and 10, and declines to produce any documents. Chouraki Decl.,  
14 Ex. P.

15 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
16 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

17 The agreements in Request No. 9 are relevant for the reasons set forth there; the  
18 communications of Request No. 12 are relevant for the same reasons as the  
19 communications of Request Nos. 4 and 8.

20 ARC has not shown that producing documents responsive to this request is unduly  
21 burdensome for the reasons set forth above in Request No. 1, § A.3.

22 As demonstrated, documents and communications that are responsive to this request  
23 concern nonprivileged matter that is relevant to HMD Global's standing claim, and this  
24 request is within the scope of discovery, not overly broad, unduly burdensome,  
25 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
26 to resolve these disputes through a series of letters and by meeting and conferring three  
27 times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but  
28

1 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
2 should order ARC to produce all documents responsive to this request.

3 **B. ARC's Position**

4 [ARC's Position]

5 **Request for Production No. 13**

6 **Request:** All documents concerning all communications, including any proposals  
7 to license, negotiations, discussions, offers to license, presentations, or any other  
8 communications, regarding any potential agreement concerning the '923 patent, including  
9 any potential license including the '923 patent.

10 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
11 reference each of its specific objections and responses to each of the preceding requests as  
12 if fully set forth herein. ARC objects to this request to the extent that it characterizes any  
13 communications or agreements involving ARC as proposing, offering, or conferring a  
14 relevant patent license from ARC to any other entity; Defendant has no factual basis for  
15 such a characterization. ARC objects to this request to the extent that it seeks discovery of  
16 email. ARC understands that the parties to the Action agreed to a procedure for handling  
17 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
18 by seeking email discovery from third-party ARC. Further, this request does not comply  
19 with the requirements for an email discovery request. ARC objects to this request as  
20 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
21 the case to the extent that the request seeks information not relevant to a claim or defense  
22 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
23 overbroad, and unduly burdensome to the extent that it is unlimited in time. Further, ARC  
24 objects to this request to the extent that it seeks information, documents, and  
25 communications protected from disclosure under attorney-client privilege, attorney work  
26 product doctrine, and common interest privilege. Specifically, this request includes  
27 information about prior lawsuits and licensing efforts that, in addition to being protected  
28 from disclosure by attorney-client privilege and/or attorney work product doctrine, may be

1 irrelevant and unrelated to this litigation. Additionally, this request asks about licenses and  
2 potential licenses in general, which includes any licenses procured as a result of litigation,  
3 as well as any licenses procured as a result of other business deals.

4 Subject to and without waiving the foregoing General and Specific Objections, ARC  
5 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
6 such documents exist, they have been provided to or are in the possession, custody, or  
7 control of CCE and that, on information and belief, CCE is complying or has complied  
8 with its discovery obligations in the Action.

9 **A. HMD Global's Position**

10 HMD Global's Request No. 13 seeks documents, including communications,  
11 including any proposals to license, negotiations, discussions, offers to license,  
12 presentations, or any other communications, regarding any potential agreement concerning  
13 the '923 patent, including any potential license including the '923 patent. In its letter of  
14 November 12, ARC states that it "will produce all responsive materials in its possession,  
15 custody, or control relating to the ownership of the '923 patent. Moreover, to the extent  
16 ARC has valuations concerning the '923 patent, it will either produce such materials or  
17 identify such materials on a privilege log." ARC does not commit to searching for  
18 documents regarding "any proposals to license, negotiations, discussions, offers to license,  
19 presentations, or any other communications, regarding any potential agreement concerning  
20 the '923 patent, including any potential license including the '923 patent," Chouraki Decl.,  
21 Ex. E, and "will not conduct a search of emails in an attempt to locate responsive  
22 information." *Id.* Ex. P.

23 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
24 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

25 This request seeks documents concerning communications concerning any actual or  
26 potential agreements regarding the '923 patent. If ARC sent a series of proposals to  
27 license a portfolio including the '923 patent to [REDACTED] or any other party, those  
28 communications would be highly relevant HMD Global's motion to dismiss. Similarly,

1 communications with [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

*See 67 Wall St., 37 N.Y.2d at 248-49.*

11 All of these communications are highly relevant to HMD Global's claims about the  
12 meaning of [REDACTED]

13 ARC has not shown that producing documents responsive to this request is unduly  
14 burdensome for the reasons set forth above in Request No. 1, § A.3.

15 As demonstrated, documents and communications that are responsive to this request  
16 concern nonprivileged matter that is relevant to HMD Global's standing claim, and this  
17 request is within the scope of discovery, not overly broad, unduly burdensome,  
18 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
19 to resolve these disputes through a series of letters and by meeting and conferring three  
20 times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but  
21 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
22 should order ARC to produce all documents responsive to this request.

23 **B. ARC's Position**

24 [ARC's Position]

25 **Request for Production No. 14**

26 **Request:** All documents concerning any right, title, or interest in the '923 patent.

27 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
28 reference each of its specific objections and responses to each of the preceding requests as

1 if fully set forth herein. ARC objects to this request as vague, ambiguous, overbroad, and  
2 unduly burdensome to the extent that it is not limited in time. ARC objects to this request  
3 as unduly burdensome to the extent that it seeks information that ARC cannot provide.  
4 ARC has never possessed any right, title, or interest in the '923 patent; this request should  
5 instead be directed at parties that do have interest in the '923 patent.

6 Subject to and without waiving the foregoing General and Specific Objections, ARC  
7 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
8 such documents exist, they have been provided to or are in the possession, custody, or  
9 control of CCE and that, on information and belief, CCE is complying or has complied  
10 with its discovery obligations in the Action.

11 **A. HMD Global's Position**

12 HMD Global's Request No. 14 seeks documents concerning any right, title, or  
13 interest in the '923 patent. In its letter of November 12, ARC stated that it would "produce  
14 all responsive materials in its possession, custody, or control relating to the ownership of  
15 the '923 patent," but does not commit to produce all documents regarding "any right, title,  
16 or interest in the '923 patent," Chouraki Decl., Ex. Chouraki Decl., Ex. E, thus enabling it  
17 to withhold documents concerning the key issue in HMD Global's standing claim: ARC's  
18 right to license the '923 patent. ARC also refused to "conduct a search of emails in an  
19 attempt to locate responsive information." *Id.* Ex. P.

20 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
21 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

22 Documents responsive to this request bear directly on HMD Global's Motion to  
23 Dismiss. In opposing HMD Global's motion to dismiss, CCE claimed "that all rights to  
24 the '923 patent belong to CCE." Chouraki Decl., Ex. B. HMD Global is entitled to test  
25 this assertion through discovery. It is also entitled to test its assertion that ARC exercised  
26 ownership rights to the '923 patent by licensing it through [REDACTED]

27 [REDACTED] If ARC has documents relating to their  
28

1 ownership of the '923 patent, they bear directly on the core arguments of HMD Global's  
2 motion to dismiss and ARC must produce them.

3 ARC has not shown that producing documents responsive to this request is unduly  
4 burdensome for the reasons set forth above in Request No. 1, § A.3.

5 As demonstrated, documents that are responsive to this request concern  
6 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
7 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
8 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
9 disputes through a series of letters and by meeting and conferring three times with ARC, as  
10 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
11 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
12 ARC to produce all documents responsive to this request.

13 **B. ARC's Position**

14 [ARC's Position]

15 **Request for Production No. 15**

16 **Request:** All documents concerning any valuations or attempts to value the '923  
17 patent or any portfolio containing the '923 patent.

18 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
19 reference each of its specific objections and responses to each of the preceding requests as  
20 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
21 email. ARC understands that the parties to the Action agreed to a procedure for handling  
22 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
23 by seeking email discovery from third-party ARC. Further, this request does not comply  
24 with the requirements for an email discovery request. ARC further objects to this request  
25 to the extent that it seeks privileged information, documents, or communications; internal  
26 communications regarding patent valuations, should they exist, are protected from  
27 disclosure by attorney-client privilege and/or the work product doctrine. ARC objects to  
28 this request as vague, ambiguous, overbroad, and unduly burdensome to the extent that it is



1 not limited in time. ARC further objects to this request to the extent that it seeks  
2 information not in ARC's possession, custody, or control. For example, ARC does not  
3 own the '923 patent and there are third parties who owned the rights to the '923 patent  
4 prior to CCE; as written, the request includes information that is more likely to be in those  
5 parties' possession.

6 Subject to and without waiving the foregoing General and Specific Objections, ARC  
7 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
8 such documents exist, they have been provided to or are in the possession, custody, or  
9 control of CCE and that, on information and belief, CCE is complying or has complied  
10 with its discovery obligations in the Action.

11 **A. HMD Global's Position**

12 HMD Global's Request No. 15 seeks documents concerning any valuations or  
13 attempts to value the '923 patent or any portfolio containing the '923 patent. In its letter of  
14 November 12, ARC states that, "to the extent ARC has valuations concerning the '923  
15 patent, it will either produce such materials or identify such materials on a privilege log,"  
16 but will not "conduct a search of emails in an attempt to locate responsive information."  
17 Chouraki Decl., Ex. P. The question before the Court is thus whether ARC has shown that  
18 an email search would be overly burdensome. It has not.

19 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
20 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

21 ARC has not shown that producing documents responsive to this request is unduly  
22 burdensome for the reasons set forth above in Request No. 1, § A.3. ARC's objection is  
23 particularly inappropriate here, where it admits the subject matter is relevant, but appears  
24 to agree to a scope of production calculated to yield few, if any, documents. Modern  
25 business occurs largely over email, and the exception to ARC's purported willingness to  
26 produce documents almost certainly swallows the rule. The Court should not allow ARC  
27 to provide a hollowed-out production without a full search of all documents.  
28

1 As demonstrated, documents that are responsive to this request concern  
2 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
3 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
4 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
5 disputes through a series of letters and by meeting and conferring three times with ARC, as  
6 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
7 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
8 ARC to produce all documents responsive to this request.

9 **B. ARC's Position**

10 [ARC's Position]

11 **Request for Production No. 16**

12 **Request:** All documents concerning the relationship between ARC and CCE.

13 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
14 reference each of its specific objections and responses to each of the preceding requests as  
15 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
16 email. ARC understands that the parties to the Action agreed to a procedure for handling  
17 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
18 by seeking email discovery from third-party ARC. Further, this request does not comply  
19 with the requirements for an email discovery request. ARC objects to this request as  
20 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
21 the case to the extent that the request seeks information not relevant to a claim or defense  
22 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
23 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope.  
24 Specifically, this request provides no limitation or context for the information it seeks  
25 regarding the "relationship" between ARC and CCE. As written, the request asks for an  
26 overly broad spectrum of any facts that could potentially relate to the relationship  
27 discussed. ARC further objects to this request as unduly burdensome to the extent that it  
28

1 seeks information that could more easily be obtained from CCE, who is a party to this  
2 Action.

3 Subject to and without waiving the foregoing General and Specific Objections, ARC  
4 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
5 such documents exist, they have been provided to or are in the possession, custody, or  
6 control of CCE and that, on information and belief, CCE is complying or has complied  
7 with its discovery obligations in the Action.

8 **A. HMD Global's Position**

9 HMD Global's Request No. 16 seeks documents concerning the relationship  
10 between ARC and CCE. In its letter of November 12, ARC stated that, if HMD Global  
11 "agrees to exclude emails from its request, ARC is willing to search for non-public,  
12 responsive documents related to these requests." Chouraki Decl., Ex. P. ARC thus admits  
13 the relevance of these documents, but refuses to search for them unless HMD Global  
14 agrees to exclude emails from its search.

15 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
16 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

17 These documents address CCE's main argument in opposition to HMD's motion to  
18 dismiss. In their opposition CCE claimed that [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 Sur-reply at 4 (citing *Polaris*, 2019 WL 1399927, at \*3; Opp. at 6. CCE hinges their argument that  
25 they own the '923 patent on this interpretation of [REDACTED] HMD Global is entitled  
26 to test these statements by understanding the full scope of the relationship between ARC  
27 and CCE.  
28

1           ARC has not shown that producing documents responsive to this request is unduly  
2 burdensome for the reasons set forth above in Request No. 1, § A.3.

3           As demonstrated, documents that are responsive to this request concern  
4 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
5 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
6 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
7 disputes through a series of letters and by meeting and conferring three times with ARC, as  
8 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
9 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
10 ARC to produce all documents responsive to this request.

11           **B.     ARC's Position**

12           [ARC's Position]

13           **Request for Production No. 17**

14           **Request:** All communications concerning the relationship between ARC and CCE.

15           **Response:** In addition to the foregoing General Objections, ARC incorporates by  
16 reference each of its specific objections and responses to each of the preceding requests as  
17 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
18 email. ARC understands that the parties to the Action agreed to a procedure for handling  
19 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
20 by seeking email discovery from third-party ARC. Further, this request does not comply  
21 with the requirements for an email discovery request. ARC objects to this request as  
22 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
23 the case to the extent that the request seeks information not relevant to a claim or defense  
24 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
25 overbroad, and unduly burdensome to the extent that it is unlimited in time and scope. For  
26 example, ARC objects to the term "communications" as not being limited in time or scope.  
27 Specifically, this request provides no limitation or context for the information it seeks  
28 regarding the "relationship" between CCE and ARC. As written, the request asks for an

1    overly broad spectrum of any facts that could potentially relate to the relationship  
2    discussed. ARC further objects to this request as unduly burdensome to the extent that it  
3    seeks information that could more easily be obtained from CCE, who is a party to this  
4    Action.

5           Subject to and without waiving the foregoing General and Specific Objections, ARC  
6    responds that to the extent the documents reasonably relate to the patent-in-suit and any  
7    such documents exist, they have been provided to or are in the possession, custody, or  
8    control of CCE and that, on information and belief, CCE is complying or has complied  
9    with its discovery obligations in the Action.

10           **A.    HMD Global’s Position**

11           HMD Global’s Request No. 16 seeks communications concerning the relationship  
12    between ARC and CCE. In its letter of November 12, ARC stated that, if HMD Global  
13    “agrees to exclude emails from its request, ARC is willing to search for non-public,  
14    responsive documents related to these requests.” Chouraki Decl., Ex. P. ARC thus admits  
15    the relevance of these documents, but refuses to search for them unless HMD Global  
16    agrees to exclude emails from its search.

17           The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
18    ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

19           These documents are relevant for the same reasons as those responsive to Request  
20    No. 16.

21           ARC has not shown that producing documents responsive to this request is unduly  
22    burdensome for the reasons set forth above in Request No. 1, § A.3.

23           As demonstrated, documents and communications that are responsive to this request  
24    concern nonprivileged matter that is relevant to HMD Global’s standing claim, and this  
25    request is within the scope of discovery, not overly broad, unduly burdensome,  
26    disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
27    to resolve these disputes through a series of letters and by meeting and conferring three  
28    times with ARC, as set forth above in HMD Global’s Introductory Statement, § F, but

1 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
2 should order ARC to produce all documents responsive to this request.

3 **B. ARC's Position**

4 [ARC's Position]

5 **Request for Production No. 18**

6 **Request:** All documents concerning the "Assignment and Assumption Agreement"  
7 filed with the United States Patent and Trademark Office at Patent Reel 033405, Frame  
8 0104 to 0106.

9 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
10 reference each of its specific objections and responses to each of the preceding requests as  
11 if fully set forth herein. ARC objects to this request as overbroad and unduly burdensome,  
12 and neither relevant nor proportional to the needs of the case to the extent that the request  
13 seeks information not relevant to a claim or defense asserted in this litigation. ARC  
14 further objects to the term "concerning" as vague and ambiguous to the extent that it is  
15 unlimited in scope. Specifically, this request provides no context or information regarding  
16 what information Defendant seeks regarding the referenced agreement. ARC further  
17 objects to this request as unduly burdensome, as it seeks information about a document not  
18 filed by ARC. This request is presumably more properly directed to CCE, who is a party  
19 to this Action and has an ownership interest in the '923 patent.

20 Subject to and without waiving the foregoing General and Specific Objections, ARC  
21 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
22 such documents exist, they have been provided to or are in the possession, custody, or  
23 control of CCE and that, on information and belief, CCE is complying or has complied  
24 with its discovery obligations in the Action.

25 **A. HMD Global's Position**

26 HMD Global's Request No. 18 seeks documents concerning the "Assignment and  
27 Assumption Agreement" filed with the United States Patent and Trademark Office at  
28 Patent Reel 033405, Frame 0104 to 0106, an agreement between Acacia Research Group



1 LLC (“ARG”), an ARC affiliate entity, and Nokia Siemens Networks Oy regarding the  
2 ’923 patent. In its letter of November 12, ARC states that “this request refers to an  
3 assignment made by ARG, not ARC, and ARC does not believe that it has documents  
4 responsive to this request. Nevertheless, if HMD agrees to exclude emails from its  
5 request, ARC is willing to search for non-public, responsive documents responsive to these  
6 requests.” Chouraki Decl., Ex. P.

7 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
8 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

9 Documents responsive to this request concern the chain of title of the ’923 patent.  
10 In opposing HMD Global’s motion to dismiss, CCE claimed “that all rights to the ’923  
11 patent belong to CCE.” Chouraki Decl., Ex. B. HMD Global is entitled to test this  
12 assertion through discovery. Request No. 18 concerns the agreement CCE contends

13 [REDACTED] Opp.  
14 at 2. Suppose, for example, that contemporaneous documents exist that explain the  
15 purpose of this assignment and how the assignment affects any rights ARC or ARG may  
16 have concerning CCE or the ’923 patent. Such responsive documents would be highly  
17 relevant to the ownership of the ’923 patent and the authority to license it.

18 ARC has not shown that producing documents responsive to this request is unduly  
19 burdensome for the reasons set forth above in Request No. 1, § A.3.

20 As demonstrated, documents that are responsive to this request concern  
21 nonprivileged matter that is relevant to HMD Global’s standing claim, and this request is  
22 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
23 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
24 disputes through a series of letters and by meeting and conferring three times with ARC, as  
25 set forth above in HMD Global’s Introductory Statement, § F, but could reach no  
26 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
27 ARC to produce all documents responsive to this request.  
28

1           **B.     ARC's Position**

2           [ARC's Position]

3           **Request for Production No. 19**

4           **Request:** All documents concerning the "Patent Security Agreement" filed with the  
5           United States Patent and Trademark Office at Patent Reel 052853, Frame 0153 to 0404.

6           **Response:** In addition to the foregoing General Objections, ARC incorporates by  
7           reference each of its specific objections and responses to each of the preceding requests as  
8           if fully set forth herein. ARC objects to this request as overbroad and unduly burdensome,  
9           and neither relevant nor proportional to the needs of the case to the extent that the request  
10          seeks information not relevant to a claim or defense asserted in this litigation. ARC  
11          further objects to this request as vague and ambiguous to the extent that it is unlimited in  
12          scope. Specifically, this request relates to an agreement that involves numerous patents  
13          and parties that are not at issue and have no relevance to this litigation. The request  
14          provides no context or information regarding what information Defendant seeks relating to  
15          this agreement. Further, ARC objects to this request to the extent that it asks for things not  
16          in ARC's possession, custody, or control. ARC further objects to this request as unduly  
17          burdensome, as it seeks information about a document not filed by ARC. This request is  
18          presumably more properly directed to CCE, who is a party to this Action and has an  
19          ownership interest in the '923 patent.

20          Subject to and without waiving the foregoing General and Specific Objections, ARC  
21          responds that to the extent the documents reasonably relate to the patent-in-suit and any  
22          such documents exist, they have been provided to or are in the possession, custody, or  
23          control of CCE and that, on information and belief, CCE is complying or has complied  
24          with its discovery obligations in the Action.

25          **A.     HMD Global's Position**

26          HMD Global's Request No. 19 seeks documents concerning the "Patent Security  
27          Agreement" filed with the United States Patent and Trademark Office at Patent Reel  
28          052853, Frame 0153 to 0404, an agreement between ARG, an ARC affiliate entity, and

1 Starboard Value Intermediate Fund LP (“Starboard”) regarding the ’923 patent. In its  
2 letter of November 12, ARC states that “this request refers to an assignment made by  
3 ARG, not ARC, and ARC does not believe that it has documents responsive to this  
4 request. Nevertheless, if HMD agrees to exclude emails from its request, ARC is willing  
5 to search for non-public, responsive documents responsive to these requests.” Chouraki  
6 Decl., Ex. P.

7 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
8 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

9 This request specifically concerns the security interest ARC provided to Starboard.  
10 The “Patent Security Agreement” filed with the United States Patent and Trademark Office  
11 at Patent Reel 052853, Frame 0153 to 0404, granted Starboard a security interest in the  
12 ’923 patent, and referenced a Security Agreement, which CCE has not produced. The  
13 “Release of Security Interest in Patents” filed with the United States Patent and Trademark  
14 Office at Patent Reel 053654, Frame 0254 to 0489, shows that on June 30, 2020, Starboard  
15 rescinded its security interest in the ’923 patent. These agreements and documents related  
16 to them may independently undermine CCE’s standing in this case and raise numerous  
17 issues which are highly relevant to HMD Global’s standing claims. *See Uniloc USA, Inc.*  
18 *v. Apple Inc.*, 784 Fed. App’x at 765, 767-68 (order of United States Court of Appeals for  
19 the Federal Circuit remanding to the district court to “supplement the record, determine  
20 whether Uniloc has standing in the first instance, and, if appropriate, cure any  
21 jurisdictional defects” after Apple learned on appeal of patent licenses and assignments  
22 which threatened Uniloc’s standing to sue). These agreements raise at least the following  
23 issues: what are the terms of the Security Agreement, including when does an Event of  
24 Default occur and what is the Collateral; whether Starboard at any point in time after  
25 execution of the Patent Security Agreement had any right in the asserted patent; whether  
26 CCE lost or shared in any right to the asserted patent with Starboard; whether CCE  
27 defaulted under the Security Agreement after execution of the Patent Security Agreement;  
28

1 and why Starboard released the security interest. This request seeks to probe these issues,  
2 which go directly to HMD's argument that CCE does not have standing to sue in this case.

3 ARC has not shown that producing documents responsive to this request is unduly  
4 burdensome for the reasons set forth above in Request No. 1, § A.3.

5 As demonstrated, documents that are responsive to this request concern  
6 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
7 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
8 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
9 disputes through a series of letters and by meeting and conferring three times with ARC, as  
10 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
11 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
12 ARC to produce all documents responsive to this request.

13 **B. ARC's Position**

14 [ARC's Position]

15 **Request for Production No. 20**

16 **Request:** All documents concerning the "Release of Security Interest in Patents"  
17 filed with the United States Patent and Trademark Office at Patent Reel 053654, Frame  
18 0254 to 0489.

19 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
20 reference each of its specific objections and responses to each of the preceding requests as  
21 if fully set forth herein. ARC objects to this request as overbroad and unduly burdensome,  
22 and neither relevant nor proportional to the needs of the case to the extent that the request  
23 seeks information not relevant to a claim or defense asserted in this litigation. ARC  
24 further objects to this request as vague and ambiguous to the extent that it is unlimited in  
25 scope. Specifically, this request relates to an agreement that involves numerous patents  
26 and parties that are not at issue and have no relevance to this litigation. The request  
27 provides no context or information regarding what information Defendant seeks relating to  
28 this agreement. Additionally, ARC objects to this request to the extent that it asks for

1 things not in ARC's possession, custody, or control. ARC further objects to this request as  
2 unduly burdensome, as it seeks information about a document not filed by ARC. This  
3 request is presumably more properly directed to CCE, who is a party to this Action and has  
4 an ownership interest in the '923 patent.

5 Subject to and without waiving the foregoing General and Specific Objections, ARC  
6 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
7 such documents exist, they have been provided to or are in the possession, custody, or  
8 control of CCE and that, on information and belief, CCE is complying or has complied  
9 with its discovery obligations in the Action.

10 **A. HMD Global's Position**

11 HMD Global's Request No. 20 seeks documents concerning the "Release of  
12 Security Interest in Patents" filed with the United States Patent and Trademark Office at  
13 Patent Reel 053654, Frame 0254 to 0489, an agreement between ARG, an ARC affiliate  
14 entity, and Starboard regarding the '923 patent. In its letter of November 12, ARC states  
15 that "this request refers to an assignment made by ARG, not ARC, and ARC does not  
16 believe that it has documents responsive to this request. Nevertheless, if HMD agrees to  
17 exclude emails from its request, ARC is willing to search for non-public, responsive  
18 documents responsive to these requests." Chouraki Decl., Ex. P.

19 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
20 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

21 This request specifically concerns the security interest ARC provided to Starboard.  
22 The "Patent Security Agreement" filed with the United States Patent and Trademark Office  
23 at Patent Reel 052853, Frame 0153 to 0404, granted Starboard a security interest in the  
24 '923 patent, and referenced a Security Agreement, which CCE has not produced. The  
25 "Release of Security Interest in Patents" filed with the United States Patent and Trademark  
26 Office at Patent Reel 053654, Frame 0254 to 0489, shows that on June 30, 2020, Starboard  
27 rescinded its security interest in the '923 patent. These agreements and documents related  
28 to them may independently undermine CCE's standing in this case and raise numerous

1 issues which are highly relevant to HMD Global's standing claims. *See Uniloc USA, Inc.*  
2 *v. Apple Inc.*, 784 Fed. App'x at 765, 767-68 (order of United States Court of Appeals for  
3 the Federal Circuit remanding to the district court to "supplement the record, determine  
4 whether Uniloc has standing in the first instance, and, if appropriate, cure any  
5 jurisdictional defects" after Apple learned on appeal of patent licenses and assignments  
6 which threatened Uniloc's standing to sue). These agreements raise at least the following  
7 issues: what are the terms of the Security Agreement, including when does an Event of  
8 Default occur and what is the Collateral; whether Starboard at any point in time after  
9 execution of the Patent Security Agreement had any right in the asserted patent; whether  
10 CCE lost or shared in any right to the asserted patent with Starboard; whether CCE  
11 defaulted under the Security Agreement after execution of the Patent Security Agreement;  
12 and why Starboard released the security interest. This request seeks to probe these issues,  
13 which go directly to HMD's argument that CCE does not have standing to sue in this case.

14 ARC has not shown that producing documents responsive to this request is unduly  
15 burdensome for the reasons set forth above in Request No. 1, § A.3.

16 As demonstrated, documents that are responsive to this request concern  
17 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
18 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
19 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
20 disputes through a series of letters and by meeting and conferring three times with ARC, as  
21 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
22 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
23 ARC to produce all documents responsive to this request.

24 **B. ARC's Position**

25 [ARC's Position]  
26  
27  
28



1     **Request for Production No. 21**

2             **Request:** All documents concerning communications concerning the “Assignment  
3 and Assumption Agreement,” “Patent Security Agreement,” or “Release of Security  
4 Interest in Patents” described in the three preceding paragraphs.

5             **Response:** In addition to the foregoing General Objections, ARC incorporates by  
6 reference each of its specific objections and responses to each of the preceding requests as  
7 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
8 email. ARC understands that the parties to the Action agreed to a procedure for handling  
9 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
10 by seeking email discovery from third-party ARC. Further, this request does not comply  
11 with the requirements for an email discovery request. ARC objects to this request as  
12 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
13 the case to the extent that the request seeks information not relevant to a claim or defense  
14 asserted in this litigation. ARC further objects to this request as vague and ambiguous to  
15 the extent that it is unlimited in scope. Specifically, this request involves the same  
16 agreements mentioned in Requests 18-20; ARC therefore incorporates the same objections  
17 here. Additionally, ARC objects to the term “communications” as not being limited in  
18 time or scope.

19             Subject to and without waiving the foregoing General and Specific Objections, ARC  
20 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
21 such documents exist, they have been provided to or are in the possession, custody, or  
22 control of CCE and that, on information and belief, CCE is complying or has complied  
23 with its discovery obligations in the Action.

24             **A. HMD Global’s Position**

25             HMD Global’s Request No. 21 seeks documents concerning communications  
26 concerning the “Assignment and Assumption Agreement,” “Patent Security Agreement,”  
27 or “Release of Security Interest in Patents” described in Requests Nos. 18-20. In its letter  
28 of November 12, ARC states that “this request refers to an assignment made by ARG, not

1 ARC, and ARC does not believe that it has documents responsive to this request.  
2 Nevertheless, if HMD agrees to exclude emails from its request, ARC is willing to search  
3 for non-public, responsive documents responsive to these requests.” Chouraki Decl., Ex.  
4 P.

5 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
6 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

7 The subject matter of the “Assignment and Assumption Agreement,” “Patent  
8 Security Agreement,” or “Release of Security Interest in Patents” described in Requests  
9 Nos. 18-20 is relevant for the reasons set forth there. Communications regarding such  
10 agreements are also highly relevant. The negotiation history of a contract is key to  
11 understanding its meaning. *67 Wall St. Co. v. Franklin Nat’l Bank*, 37 N.Y.2d 245, 248-49  
12 (1975) (recognizing that the court can look to the “surrounding facts and circumstances to  
13 determine the intent of the parties,” including “evidence of conversations, negotiations and  
14 agreements made prior to or contemporaneous with the execution” in order to explain  
15 ambiguities in a written agreement). Second, communications between ARC and  
16 Starboard after execution of any agreements are also highly relevant, as course of  
17 performance also sheds light on the meaning of a contract. *See Fed. Ins. Co.*, 258 A.D.2d  
18 at 44 (“the parties’ course of performance under the contract is considered to be the most  
19 persuasive evidence of the agreed intention of the parties”) (internal quotation marks and  
20 citation omitted); *Credit Suisse Sec. (USA) LLC*, 2013 WL 5312511, at \*11 (“The parties’  
21 objective manifestations of their intent—namely, their words to each other and their  
22 deeds—are significantly more probative than uncommunicated subjective intent.”)  
23 (internal quotation marks and citation omitted). Third, communications within ARC can  
24 shed light on how ARC interpreted any agreements. *See Dataflow, Inc. v. Peerless Ins.*  
25 *Co.*, Case No. 11-1127, 2014 WL 148685, at \*4 (S.D.N.Y. Jan. 13, 2014) (finding that  
26 defendant’s internal communications showing its interpretation of a written agreement are  
27 relevant to its interpretation of the agreement). All of these communications provide  
28 additional context for the interpretation of the agreement between ARC and Starboard.

1 Thus, they are highly relevant to HMD Global’s argument that CCE does not have  
2 ownership of the ’923 patent. *See 67 Wall St.*, 37 N.Y.2d at 248-49 (recognizing that  
3 “evidence of conversations, negotiations and agreements made prior to or  
4 contemporaneous with the execution” may be used to explain ambiguities in a written  
5 agreement).

6 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
7 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

8 ARC has not shown that producing documents responsive to this request is unduly  
9 burdensome for the reasons set forth above in Request No. 1, § A.3.

10 As demonstrated, documents and communications that are responsive to this request  
11 concern nonprivileged matter that is relevant to HMD Global’s standing claim, and this  
12 request is within the scope of discovery, not overly broad, unduly burdensome,  
13 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
14 to resolve these disputes through a series of letters and by meeting and conferring three  
15 times with ARC, as set forth above in HMD Global’s Introductory Statement, § F, but  
16 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
17 should order ARC to produce all documents responsive to this request.

18 **B. ARC’s Position**

19 [ARC’s Position]

20 **Request for Production No. 22**

21 **Request:** All documents concerning any relationship between ARC and Starboard.

22 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
23 reference each of its specific objections and responses to each of the preceding requests as  
24 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
25 email. ARC understands that the parties to the Action agreed to a procedure for handling  
26 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
27 by seeking email discovery from third-party ARC. Further, this request does not comply  
28 with the requirements for an email discovery request. ARC objects to this request as

1 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
2 the case to the extent that the request seeks information not relevant to a claim or defense  
3 asserted in this litigation. Specifically, this request seeks information about a relationship  
4 (to the extent one may exist) that has no bearing on any claim or defense in this litigation.  
5 ARC has no interest in the '923 patent and is not a party to the agreements discussed in  
6 Requests 19 and 20, which involve Starboard. ARC further objects to this request as  
7 vague, ambiguous, overbroad, and unduly burdensome to the extent that it is unlimited in  
8 time and subject matter. Specifically, this request provides no limitation or context for the  
9 information it seeks regarding the "relationship" between ARC and Starboard. As written,  
10 the request asks for an overly broad spectrum of any facts that could potentially relate to  
11 the relationship discussed. Additionally, ARC objects to this request to the extent that it  
12 asks for things not in ARC's possession, custody, or control.

13 Subject to and without waiving the foregoing General and Specific Objections, ARC  
14 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
15 such documents exist, they have been provided to or are in the possession, custody, or  
16 control of CCE and that, on information and belief, CCE is complying or has complied  
17 with its discovery obligations in the Action.

18 **A. HMD Global's Position**

19 HMD Global's Request No. 22 seeks documents concerning any relationship  
20 between ARC and Starboard, an entity which ARC separately entered an agreement with  
21 regarding the '923 patent. In its letter of November 12, ARC states that "this request  
22 refers to an assignment made by ARG, not ARC, and ARC does not believe that it has  
23 documents responsive to this request. Nevertheless, if HMD agrees to exclude emails  
24 from its request, ARC is willing to search for non-public, responsive documents  
25 responsive to these requests." Chouraki Decl., Ex. P.

26 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
27 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.  
28

1 Documents that are responsive to this request, which include documents that  
2 concern any security interest Starboard may have in the '923 patent and may  
3 independently undermine CCE's standing in this case, are relevant to HMD Global's  
4 standing claims raised in its motion to dismiss, which relate to the rights that ARC  
5 exercises on behalf of its subsidiaries, including but not limited to CCE.

6 ARC has not shown that producing documents responsive to this request is unduly  
7 burdensome for the reasons set forth above in Request No. 1, § A.3.

8 As demonstrated, documents that are responsive to this request concern  
9 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
10 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
11 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
12 disputes through a series of letters and by meeting and conferring three times with ARC, as  
13 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
14 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
15 ARC to produce all documents responsive to this request.

16 **B. ARC's Position**

17 [ARC's Position]

18 **Request for Production No. 23**

19 **Request:** All communications concerning any relationship between ARC and  
20 Starboard.

21 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
22 reference each of its specific objections and responses to each of the preceding requests as  
23 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
24 email. ARC understands that the parties to the Action agreed to a procedure for handling  
25 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
26 by seeking email discovery from third-party ARC. Further, this request does not comply  
27 with the requirements for an email discovery request. ARC objects to this request as  
28 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of



1 the case to the extent that the request seeks information not relevant to a claim or defense  
2 asserted in this litigation. Specifically, this request contains the same language used in  
3 Request 22 regarding the “relationship” between ARC and Starboard; ARC therefore  
4 incorporates the same objections here. ARC further objects to this request as vague,  
5 ambiguous, overbroad, and unduly burdensome to the extent that it is unlimited in time  
6 and scope. For example, ARC objects to the term “communications” as not being limited  
7 in time or scope.

8 Subject to and without waiving the foregoing General and Specific Objections, ARC  
9 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
10 such documents exist, they have been provided to or are in the possession, custody, or  
11 control of CCE and that, on information and belief, CCE is complying or has complied  
12 with its discovery obligations in the Action.

13 **A. HMD Global’s Position**

14 HMD Global’s Request No. 23 seeks communications concerning any relationship  
15 between ARC and Starboard, an entity which ARC separately entered into an agreement  
16 with regarding the ’923 patent. In its letter of November 12, ARC states that “this request  
17 refers to an assignment made by ARG, not ARC, and ARC does not believe that it has  
18 documents responsive to this request. Nevertheless, if HMD agrees to exclude emails  
19 from its request, ARC is willing to search for non-public, responsive documents  
20 responsive to these requests.” Chouraki Decl., Ex. [P](#).

21 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
22 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

23 Documents that are responsive to this request, which include documents that  
24 concern any security interest Starboard may have in the ’923 patent and may  
25 independently undermine CCE’s standing in this case, are relevant to HMD Global’s  
26 standing claims raised in its motion to dismiss, which relate to the rights that ARC  
27 exercises on behalf of its subsidiaries, including but not limited to CCE.  
28



1        Communications regarding the relationship between ARC and Starboard are highly  
2 relevant to the issues raised by HMD Global’s motion to dismiss. Understanding the  
3 nature of the relationship between ARC and Starboard will shed light on the meaning of  
4 their agreements. *67 Wall St. Co.*, at 248-49 (recognizing that the court can look to the  
5 “surrounding facts and circumstances to determine the intent of the parties,” including  
6 “evidence of conversations, negotiations and agreements made prior to or  
7 contemporaneous with the execution” in order to explain ambiguities in a written  
8 agreement). Second, communications between ARC and Starboard after execution of any  
9 agreements are also highly relevant, as course of performance also sheds light on the  
10 meaning of a contract. *See Fed. Ins. Co.*, 258 A.D.2d at 44 (“the parties’ course of  
11 performance under the contract is considered to be the most persuasive evidence of the  
12 agreed intention of the parties”) (internal quotation marks and citation omitted); *Credit*  
13 *Suisse Sec. (USA) LLC*, 2013 WL 5312511, at \*11 (“The parties’ objective manifestations  
14 of their intent—namely, their words to each other and their deeds—are significantly more  
15 probative than uncommunicated subjective intent.”) (internal quotation marks and citation  
16 omitted). Third, communications within ARC can shed light on how ARC interpreted any  
17 agreements. *See Dataflow, Inc.*, 2014 WL 148685, at \*4 (finding that defendant’s internal  
18 communications showing its interpretation of a written agreement are relevant to its  
19 interpretation of the agreement). All of these communications provide additional context  
20 for the interpretation of the agreement between ARC and Starboard. Thus, they are highly  
21 relevant to HMD Global’s claims about the meaning of that agreement. *See 67 Wall St.*, 37  
22 N.Y.2d at 248-49 (recognizing that “evidence of conversations, negotiations and  
23 agreements made prior to or contemporaneous with the execution” may be used to explain  
24 ambiguities in a written agreement).

25        ARC has not shown that producing documents responsive to this request is unduly  
26 burdensome for the reasons set forth above in Request No. 1, § A.3.

27        As demonstrated, documents and communications that are responsive to this request  
28 concern nonprivileged matter that is relevant to HMD Global’s standing claim, and this

1 request is within the scope of discovery, not overly broad, unduly burdensome,  
2 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
3 to resolve these disputes through a series of letters and by meeting and conferring three  
4 times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but  
5 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
6 should order ARC to produce all documents responsive to this request.

7 **B. ARC's Position**

8 [ARC's Position]

9 **Request for Production No. 24**

10 **Request:** All documents concerning this litigation or other CCE litigation.

11 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
12 reference each of its specific objections and responses to each of the preceding requests as  
13 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
14 email. ARC understands that the parties to the Action agreed to a procedure for handling  
15 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
16 by seeking email discovery from third-party ARC. Further, this request does not comply  
17 with the requirements for an email discovery request. ARC objects to this request as  
18 overbroad and unduly burdensome, and not proportional to the needs of the case to the  
19 extent that the request seeks information not relevant to a claim or defense asserted in this  
20 litigation. ARC further objects to this request as vague, ambiguous, overbroad, and unduly  
21 burdensome to the extent that it is unlimited in scope and time. Specifically, this request  
22 asks for communications "concerning" this and other litigations; the phrase "concerning"  
23 is vague and not limited in scope and therefore includes irrelevant information. Further,  
24 ARC objects to this request to the extent that it seeks information, documents, and  
25 communications protected from disclosure under attorney-client privilege, attorney work  
26 product doctrine, and common interest privilege. ARC further objects to this request as  
27 unduly burdensome; any information that ARC has that is not privileged or attorney work  
28 product is in the possession, custody, or control of CCE, who is a party to this Action.

1 Subject to and without waiving the foregoing General and Specific Objections, ARC  
2 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
3 such documents exist, they have been provided to or are in the possession, custody, or  
4 control of CCE and that, on information and belief, CCE is complying or has complied  
5 with its discovery obligations in the Action.

6 **A. HMD Global's Position**

7 HMD Global's Request No. 24 seeks documents concerning this litigation or other  
8 CCE litigation. In its letter of November 12, ARC states that "If HMD agrees to exclude  
9 emails from its request, ARC is willing to search for non-public, responsive documents  
10 related to these requests. However, ARC notes that, to the extent that there are  
11 discoverable materials related to the '923 patent (other than email), it is ARC's  
12 understanding that these documents would have already been produced by CCE in the  
13 underlying litigation." Chouraki Decl., Ex. P. ARC thus offers to search only for  
14 documents that it contends its subsidiary has already produced.

15 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
16 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

17 Documents that are responsive to this request, which include documents concerning  
18 this litigation and other litigation concerning the '923 patent, are relevant to HMD  
19 Global's standing claims raised in its motion to dismiss. Responsive documents, which  
20 might include documents discussing issues related to the ownership of or ability to license  
21 the '923 patent in view of this litigation or potential litigation could, among other things,  
22 illustrate ARC and CCE's understanding of the standing issue central to HMD Global's  
23 motion to dismiss. Additionally, responsive documents concerning ARC's control over  
24 CCE and the '923 patent may also show the relationship between ARC and CCE and the  
25 '923 patent and thus would also be highly relevant to the claims raised in HMD Global's  
26 motion to dismiss.

27 ARC has not shown that producing documents responsive to this request is unduly  
28 burdensome for the reasons set forth above in Request No. 1, § A.3.

1 As demonstrated, documents that are responsive to this request concern  
2 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
3 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
4 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
5 disputes through a series of letters and by meeting and conferring three times with ARC, as  
6 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
7 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
8 ARC to produce all documents responsive to this request.

9 **B. ARC's Position**

10 [ARC's Position]

11 **Request for Production No. 25**

12 **Request:** All documents concerning communications between ARC and CCE  
13 concerning this litigation or other CCE litigation.

14 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
15 reference each of its specific objections and responses to each of the preceding requests as  
16 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
17 email. ARC understands that the parties to the Action agreed to a procedure for handling  
18 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
19 by seeking email discovery from third-party ARC. Further, this request does not comply  
20 with the requirements for an email discovery request. ARC objects to this request as  
21 overbroad and unduly burdensome, and neither relevant nor proportional to the needs of  
22 the case to the extent that the request seeks information not relevant to a claim or defense  
23 asserted in this litigation. ARC further objects to this request as vague, ambiguous,  
24 overbroad, and unduly burdensome to the extent that it is unlimited in scope and time.  
25 ARC further objects to this request to the extent that it seeks information, documents, and  
26 communications protected from disclosure under attorney-client privilege, attorney work  
27 product doctrine, and common interest privilege. Specifically, this request asks for  
28 communications regarding the same information discussed in Request 24; ARC therefore

1 incorporates the same objections here. Additionally, ARC objects to the term  
2 “communications” as not being limited in time or scope. ARC further objects to this  
3 request as unduly burdensome; any information that ARC has that is not privileged or  
4 attorney work product is in the possession, custody, or control of CCE, who is a party to  
5 this Action.

6 Subject to and without waiving the foregoing General and Specific Objections, ARC  
7 responds that to the extent the documents reasonably relate to the patent-in-suit and any  
8 such documents exist, they have been provided to or are in the possession, custody, or  
9 control of CCE and that, on information and belief, CCE is complying or has complied  
10 with its discovery obligations in the Action.

11 **A. HMD Global’s Position**

12 HMD Global’s Request No. 25 seeks communications between ARC and CCE  
13 concerning this litigation or other CCE litigation. HMD Global’s Request No. 24 seeks  
14 documents concerning this litigation or other CCE litigation. In its letter of November 12,  
15 ARC states that “If HMD agrees to exclude emails from its request, ARC is willing to  
16 search for non-public, responsive documents related to these requests. However, ARC  
17 notes that, to the extent that there are discoverable materials related to the ’923 patent  
18 (other than email), it is ARC’s understanding that these documents would have already  
19 been produced by CCE in the underlying litigation.” Chouraki Decl., Ex. P. ARC thus  
20 offers to search only for documents that it contends its subsidiary has already produced.

21 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
22 ARC’s overall objection fails for the reasons set forth above in Request No. 1, § A.2.

23 Documents that are responsive to this request, which include communications  
24 concerning this litigation and other litigation concerning the ’923 patent, are relevant to  
25 HMD Global’s standing claims raised in its motion to dismiss, which relate to the rights  
26 that ARC exercises on behalf of its subsidiaries, including but not limited to CCE.

27 Documents that are responsive to this request, which include communications  
28 concerning this litigation and other litigation concerning CCE, are relevant to HMD



1 Global's standing claims raised in its motion to dismiss. Communications regarding this  
2 litigation and other CCE litigation may shed light on the nature of the relationship between  
3 ARC and CCE. Understanding the nature of the relationship between ARC and CCE will  
4 help HMD Global and the court in the underlying action understand the meaning of their  
5 agreements. Responsive documents concerning ARC's control over CCE and the '923  
6 patent may also show the relationship between ARC and CCE and the '923 patent and thus  
7 would also be highly relevant to the claims raised in HMD Global's motion to dismiss.

8 ARC has not shown that producing documents responsive to this request is unduly  
9 burdensome for the reasons set forth above in Request No. 1, § A.3.

10 As demonstrated, documents that are responsive to this request concern  
11 nonprivileged matter that is relevant to HMD Global's standing claim, and this request is  
12 within the scope of discovery, not overly broad, unduly burdensome, disproportionate to  
13 the needs of the case, or designed to harass ARC. HMD Global sought to resolve these  
14 disputes through a series of letters and by meeting and conferring three times with ARC, as  
15 set forth above in HMD Global's Introductory Statement, § F, but could reach no  
16 agreements. Accordingly, HMD Global respectfully submits that the Court should order  
17 ARC to produce all documents responsive to this request.

18 **B. ARC's Position**

19 [ARC's Position]

20 **Request for Production No. 26**

21 **Request:** All documents concerning communications between ARC and CCE  
22 concerning any actual or potential litigation concerning the '923 patent.

23 **Response:** In addition to the foregoing General Objections, ARC incorporates by  
24 reference each of its specific objections and responses to each of the preceding requests as  
25 if fully set forth herein. ARC objects to this request to the extent that it seeks discovery of  
26 email. ARC understands that the parties to the Action agreed to a procedure for handling  
27 email discovery. It is improper and unduly burdensome to seek to circumvent these limits  
28 by seeking email discovery from third-party ARC. Further, this request does not comply



1 with the requirements for an email discovery request. ARC objects to this request as  
2 overbroad and unduly burdensome, and not proportional to the needs of the case to the  
3 extent that the request seeks information not relevant to a claim or defense asserted in this  
4 litigation. ARC objects to this request as vague, ambiguous, overbroad, and unduly  
5 burdensome to the extent that it is unlimited in scope and time. Specifically, the phrase  
6 “potential litigation” is vague and ambiguous. Additionally, ARC objects to the term  
7 “communications” as not being limited in time or scope. Further, ARC objects to this  
8 request to the extent that it seeks information, documents, and communications protected  
9 from disclosure under attorney-client privilege, attorney work product doctrine, and  
10 common interest privilege. ARC further objects to this request as unduly burdensome; any  
11 information that ARC has that is not privileged or attorney work product is in the  
12 possession, custody, or control of CCE, who is a party to this Action. Subject to and  
13 without waiving the foregoing General and Specific Objections, ARC responds that to the  
14 extent the documents reasonably relate to the patent-in-suit and any such documents exist,  
15 they have been provided to or are in the possession, custody, or control of CCE and that,  
16 on information and belief, CCE is complying or has complied with its discovery  
17 obligations in the Action.

18 **A. HMD Global’s Position**

19 HMD Global’s Request No. 26 seeks communications between ARC and CCE  
20 concerning any actual or potential litigation concerning the ’923 patent. In its letter of  
21 November 12, ARC states that “If HMD agrees to exclude emails from its request, ARC is  
22 willing to search for non-public, responsive documents related to these requests. However,  
23 ARC notes that, to the extent that there are discoverable materials related to the ’923  
24 patent (other than email), it is ARC’s understanding that these documents would have  
25 already been produced by CCE in the underlying litigation.” Chouraki Decl., Ex. [P](#). ARC  
26 thus offers to search only for documents that it contends its subsidiary has already  
27 produced.  
28

1 The legal standard governing discovery is set forth above in Request No. 1, § A.1.  
2 ARC's overall objection fails for the reasons set forth above in Request No. 1, § A.2.

3 Documents that are responsive to this request, which include communications  
4 concerning this litigation and other litigation concerning the '923 patent, are relevant to  
5 HMD Global's standing claims raised in its motion to dismiss. Responsive documents,  
6 which might include documents discussing issues related to the ownership of or ability to  
7 license the '923 patent in view of this litigation or potential litigation could, among other  
8 things, illustrate ARC and CCE's understanding of the standing issue central to HMD  
9 Global's motion to dismiss. Additionally, responsive documents concerning ARC's  
10 control over CCE and the '923 patent may also show the relationship between ARC and  
11 CCE and the '923 patent and thus would also be highly relevant to the claims raised in  
12 HMD Global's motion to dismiss.

13 ARC has not shown that producing documents responsive to this request is unduly  
14 burdensome for the reasons set forth above in Request No. 1, § A.3.

15 As demonstrated, documents and communications that are responsive to this request  
16 concern nonprivileged matter that is relevant to HMD Global's standing claim, and this  
17 request is within the scope of discovery, not overly broad, unduly burdensome,  
18 disproportionate to the needs of the case, or designed to harass ARC. HMD Global sought  
19 to resolve these disputes through a series of letters and by meeting and conferring three  
20 times with ARC, as set forth above in HMD Global's Introductory Statement, § F, but  
21 could reach no agreements. Accordingly, HMD Global respectfully submits that the Court  
22 should order ARC to produce all documents responsive to this request.

23 **B. ARC's Position**

24 [ARC's Position]  
25  
26  
27  
28

**CONCLUSION**

**HMD Global's Conclusion**

For the foregoing reasons, HMD Global respectfully requests that the Court grant HMD Global's motion to compel production of documents responsive to HMD Global's subpoena to ARC for all document requests, 1-26.

**ARC's Conclusion**

[ARC's Conclusion]